



City of
Panama City Beach

City Hall
17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

CITY COUNCIL
Regular Meeting Agenda
Thursday, January 13, 2022
6:00 P.M.

01/12/2022 version

A. CALL TO ORDER

1. ROLL CALL

2. INVOCATION BY PASTOR JAY POWELL FROM THE CHURCH AT THE BEACH

3. PLEDGE OF ALLEGIANCE LED BY COUNCILMAN PAUL CASTO

4. COMMUNITY ANNOUNCEMENTS

5. APPROVAL OF MEETING MINUTES

- December 9, 2021, Regular Meeting Minutes.

6. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

7. PRESENTATIONS

- Proclamation Honoring Rev. Dr. Martin Luther King, Jr. and Recognizing Martin Luther King, Jr. Day.

8. PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS. (LIMITED TO 3 MINUTES)

B. CONSENT AGENDA

1. RESOLUTION NO. 22-69, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH EMERALD COAST STRIPING, LLC FOR PAINT STRIPING AND PAVEMENT MARKINGS ASSOCIATED WITH VARIOUS CITY ROAD IMPROVEMENT PROJECTS.

2. RESOLUTION NO. 22-70, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A CHANGE ORDER TO THE CITY'S AGREEMENT WITH L&R CONTRACTING, INC. FOR HOMBRE CIRCLE CULVERT CLEANING AND DRAINAGE IMPROVEMENTS PROJECT IN THE BASIC AMOUNT OF \$62,907.75.

3. RESOLUTION NO. 22-71, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PLANTE & MORAN, PLLC FOR ENTERPRISE RESOURCE PLANNING CONSULTING SERVICES, IN THE NOT TO EXCEED AMOUNT OF \$129,600.

4. RESOLUTION NO. 22-72, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH ROTOLO CONSULTANTS, INC. AND GRASSCUTTERS LAWN AND LANDSCAPING OF PC, INC. FOR THE MOWING AND LANDSCAPE MAINTENANCE ON CITY PROPERTIES IN THE AMOUNTS AS SET FORTH IN THE BODY OF THE RESOLUTION.
5. RESOLUTION NO. 22-73, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN TURF GRASS SUPPLY, INC. FOR THE PURCHASE AND APPLICATION OF TURF CHEMICALS FOR THE PARKS AND RECREATION DEPARTMENT IN THE TOTAL AMOUNT OF \$97,619.60.
6. RESOLUTION NO. 22-74, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR PUBLIC WORKS SAFE ROOM PROJECT IN THE BASIC AMOUNT OF \$93,064.50.
7. RESOLUTION NO. 22-75, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS FOR THE PURCHASE OF BULK COMPUTER NETWORKING EQUIPMENT AND HARDWARE FROM Y & S TECHNOLOGIES, INC., ADORAMA INC., IMPERIUM DATA NETWORKS, LLC, AND COMPUTERS AT WORK!, INC., AT SET UNIT PRICES.
8. RESOLUTION NO. 22-76, A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF CERTAIN ROADS INTERNAL TO PIER PARK TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AND MUSIC FESTIVAL ON FEBRUARY 11 AND 12, 2022; AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF PORTIONS OF FRONT BEACH ROAD ON SATURDAY, FEBRUARY 12, 2022, TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AT THE BEACH PARADE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

C. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

1. AM ORDINANCE NO. 1576, PROPOSING AMENDMENTS TO THE CITY CHARTER, SECOND READING / PUBLIC HEARING AND ADOPTION.
2. ML ORDINANCE NO. 1578, CAPITAL IMPROVEMENT SCHEDULE, ANNUAL UPDATE, FIRST READING.
3. DW RESOLUTION NO. 22-77, SALE OF SURPLUS LOT.
4. RM RESOLUTION NO. 22-78, APPROVING A GRANT AGREEMENT FOR A FIRE TRAINING TOWER.
5. JR RESOLUTION NO. 22-79, RATIFYING AND CONFIRMING A GRANT AGREEMENT FOR THE POLICE DEPARTMENT AND BUDGET AMENDMENT.

- 6. HW RESOLUTION NO. 22-80, STAFF RANKING OF RESPONDENTS TO CRA PROGRAM MANAGER RFQ.
- 7. ML DISCUSSION / ACTION ITEM, CONSIDER RECOMMENDATIONS FROM THE CITIZENS ECONOMIC DEVELOPMENT ADVISORY COMMITTEE.
- 8. DW DISCUSSION / ACTION ITEM, REAPPOINTMENTS OF COUNCIL APPOINTMENTS TO THE GENERAL, POLICE AND FIRE PENSION BOARDS.
- 9. DW DISCUSSION / ACTION ITEM, APPROVAL OF TRAVEL TO WASHINGTON DC.
- D. CITY MANAGER REPORT.
- E. CITY ATTORNEY REPORT.
- F. COUNCIL COMMENTS.
- G. ADJOURN.

* AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY**, JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH AN ASTERISK.

** AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE LAW ENFORCEMENT TRUST BOARD**, JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH TWO ASTERISKS.

PAUL CASTO X
 PHIL CHESTER X
 GEOFF MCCONNELL X
 MICHAEL JARMAN X
 MARK SHELDON X

I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.



City Clerk

Date

PAUL CASTO X
 PHIL CHESTER X
 GEOFF MCCONNELL X
 MICHAEL JARMAN X
 MARK SHELDON X

I certify that the Council members listed above have been contacted and made aware of the items on this agenda.



City Clerk

Date

The Agenda Packet is e-mailed to interested parties and posted on the City's website at WWW.PCBFL.GOV, by close of business on the Monday before the meeting. City Council meetings are live streamed on the City's website WWW.PCBFL.GOV, and City Facebook page "PANAMA CITY BEACH-GOVERNMENT". One or more members of other City Boards may appear and speak at this meeting. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (2020).



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Report community events / announcements in PCB.

4. AGENDA:

COMMUNITY ANNOUNCEMENTS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached:

6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Report community events / announcements in PCB.

[01.13.2022.Community Announcements.pdf](#)



City of
Panama City Beach

17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

Community Announcements

for

January 13, 2022

Council Meeting

Date/Time	Event	Location
January 4 – 27	Youth Recreation Baseball Registration	Parks & Rec Dept. or on-line at City website
January 14 1:00 pm – 3:00 pm	Mobile Library	Frank Brown Park
January 15 – 16	USFA Softball Tournament	Frank Brown Park
January 27 9:00 am	Next City Council Meeting	City Hall
January 27 5:30-6:30 pm	FDOT Public Meeting on widening of Panama City Beach Parkway	Lyndell Center



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Review and approve City Council's December 9, 2021 regular meeting minutes.

4. AGENDA:

APPROVAL OF MINUTES

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached:

6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

[12.09.2021.Council Special Meeting Minutes.draft..pdf](#)



City of
Panama City Beach

City Hall
17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

MINUTES of the **December 9, 2021** Special Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Mark Sheldon called the meeting to order at 9:00 a.m.

ROLL CALL

- MAYOR MARK SHELDON**
- VICE MAYOR GEOFF MCCONNELL**
- COUNCILMAN PAUL CASTO**
- COUNCILMAN PHIL CHESTER**
- COUNCILMAN MICHAEL JARMAN**

A quorum was present with all five council members. Others present were City Manager Drew Whitman, City Attorneys Amy Myers and Cole Davis, City Clerk Lynne Fasone, Directors, staff, and members of the public and press.

Pastor Brad Zimanek with Gulfview United Methodist Church led the invocation and Vice Mayor McConnell led the Pledge of Allegiance.

Mayor Sheldon provided community announcements. Mayor Sheldon called for approval of the regular meeting minutes from September 23, 2021, October 14, 2021 and October 28, 2021. Councilman Casto so moved. Vice Mayor McConnell seconded the motion. All were in favor of approval by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

APPROVAL OF AGENDA

Mayor Sheldon called for approval, additions and/or deletions of the agenda. Manager Whitman recommended removing from the regular agenda item #9 (Grant for CRA Lighting) at this time and possibly bringing it back the first of January. Vice Mayor McConnell moved to approve the agenda, as amended. Councilman Casto seconded the motion. All were in favor of approval by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

PRESENTATIONS

Mayor Sheldon called for presentations.

On behalf of City Council, Vice Mayor McConnell (1) presented the Arnold High School Swim Team with a Proclamation recognizing the Boys' Varsity Swim and Dive Team as State 2A Champions; (2) recognized Mr. Johnny Bell for his 35 years of service to the City; and (3) recognized Terry Parris, Fire Rescue Division Chief, as the Bay County Chamber of Commerce's First Responder of the Year Award recipient.

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

Mayor Sheldon opened the floor for consent agenda and/or non-agenda business public comments.

Bill Caravello – Mr. Caravello asked to speak on the Margaritaville Plat. Mayor Sheldon informed him that he would be invited back up to the podium when the Plat was discussed.

Michelle Carter – Ms. Carter commented on her interaction with a PCB PD Officer and Police Supervisor during her traffic stop for her bicycle covering her license plate. Ms. Carter further commented on her interaction with Chief Talamantez.

Molly Allen – Ms. Allen thanked the city for answering questions/responding to her email. Ms. Allen further inquired that if the State owns Lullwater Lake do they also own the wetlands. Ms. Allen also commented that she attended the Planning Board meeting yesterday where a statement was made that the city hired a team of people, Ms. Allen asked what that team of people would be doing for the city.

Burnie Thompson – Mr. Thompson commented on the State owning Lullwater Lake and the 1962 Diamond Head Plat. Mr. Thompson asked the city to fix the dangerous curve on Griffiths Parkway where there are way too many accidents. Mr. Thompson commented on the city draining Lullwater Lake and the city not knowing about the draining by GAC. Mr. Thompson further commented on one of his public records requests and the recent arrest of a Sports Complex executive.

Mayor Sheldon called for further public comments. Hearing and seeing none, Mayor Sheldon closed public comments.

CONSENT AGENDA

RESOLUTION NO. 22-42, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE GRAND LAGOON SEWER EXTENSION PROJECT IN THE NOT TO EXCEED AMOUNT OF \$71,975.

RESOLUTION NO. 22-43, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SYNAGRO SOUTH, LLC FOR SLUDGE HAULING AND DISPOSAL SERVICES FOR THE PANAMA CITY BEACH WASTEWATER TREATMENT FACILITY AT THE UNIT PRICES PER WET TON INDICATED IN THE BODY OF THE RESOLUTION.

RESOLUTION NO. 22-44, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH FLORIDA, AUTHORIZING UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR RESURFACING OF STATE ROAD 392A (HUTCHISON BLVD.) ITS ENTIRE LENGTH FROM ITS WESTERN INTERSECTION WITH STATE ROAD 30 (FRONT BEACH ROAD) TO ITS EASTERN INTERSECTION WITH STATE ROAD 30 (FRONT BEACH ROAD), IN THE BASIC AMOUNT OF \$6,000.00.

RESOLUTION NO. 22-45, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING, AND TO THE EXTENT NECESSARY RATIFYING, THE EMERGENCY REPAIR OF A PUMP FOR LIFT STATION 40 FROM AAG ELECTRIC MOTORS & PUMPS, INC. IN THE AMOUNT OF \$11,199.

RESOLUTION NO. 22-46, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS FOR THE PURCHASE OF TURF CHEMICALS FROM SOUTHEASTERN TURF GRASS SUPPLY, INC. AND FIS OUTDOOR AT SET UNIT PRICES.

RESOLUTION NO. 22-47, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE EAST POLICE SUBSTATION SAFE ROOM IN THE BASIC AMOUNT OF \$102,684.36.

RESOLUTION NO. 22-48, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A JOHN DEERE EXCAVATOR FROM BEARD EQUIPMENT COMPANY IN THE BASIC AMOUNT OF \$161,668.02.

RESOLUTION NO. 22-49, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING MASTER SERVICES AGREEMENTS FOR PROFESSIONAL ARCHITECTURAL SERVICES WITH DAG ARCHITECTS AND GOODWYN MILLS CAWOOD.

Mayor Sheldon asked Ms. Fasone to read the consent agenda. Mayor Sheldon announced that the consent agenda was available. **Councilman Jarman moved to approve the consent agenda. Councilman Casto seconded the motion. All were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

REGULAR AGENDA- DISCUSSION/ACTION

ITEM 1. ORDINANCE NO. 1575, AMENDING TOWING RATES, SECOND READING / PUBLIC HEARING AND ADOPTION.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Ordinance 1575 by title only. Mayor Sheldon opened the public hearing. Hearing and seeing no comments, Mayor Sheldon closed the public hearing. Mayor Sheldon invited Manager Whitman to comment. Manager Whitman reported that this was the second reading of the ordinance that would tie the rates to the FHP and Bay County rates. Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Ordinance 1575. Councilman Casto seconded the motion. Hearing and seeing no further comments, the motion passed by a (4-1) roll call vote.**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 2. APPROVAL OF PANAMA CITY BEACH RESORT MARGARITAVILLE COTTAGES PHASE 2 PLAT AND PUBLIC HEARING (*Quasi-judicial public hearing*).

Mayor Sheldon called for Jennings Disclosures from City Council members. Councilman Casto reported that he had talked with Director Mel Leonard about this project. Councilman Chester reported that he knew where the property was located and had talked with department heads about the project.

Councilman Jarman reported that he knew the location of the property and had talked with staff about the project. Vice Mayor McConnell reported that he had talked with staff about the project. Mayor Sheldon reported that he met with the developer when they come in and went through the project.

Mrs. Myers confirmed that the appropriate public notices were made and that she had reviewed the title which was in the name of the dedicator.

Mayor Sheldon opened the public hearing.

Bill Caravello – Mr. Caravello inquired as to how the News Herald, the meaning of quasi-judicial hearing, suggested that if the News Herald was involved, they should be here to answer questions. Mr. Caravello inquired as to how many cottages were planned, what was the parking plan, green space, if the project would be gated. Mr. Caravello recommended that the voting be delayed.

Burnie Thompson – Mr. Thompson commented that this was a quasi-judicial hearing and inquired if council members had talked with the developer about the project.

Martha Hoke (inaudible) Lanta Street – Miss Martha inquired (1) how the city could approve a dead end with nothing behind it; (2) if the developer had a plan for phase 2; (3) why couldn't the entire scope be approved now; and (4) why hadn't the overall scope of the project been shared with the public. Miss Martha recommended that the Plat not be approved at this time.

Alfredo "Alfie" Martin, 1161 Crane Street– Mr. Martin reported that the article in the News Herald was entirely fake news because they (Bid-O-Wee) never opposed the development. Mr. Martin commented that they want to protect the entrance on Crane. Mr. Martin asked Council to make sure there would never be an entrance or exit on Crane Street. Mr. Martin asked that the developer clean up the dirt.

Linda Herring, 103 Crane Street – Ms. Herring asked if the developer was allowed to do what they wanted before the city issued a permit. Ms. Herring commented on the developer's meeting with Bid-O-Wee residents, early on. Ms. Herring asked what was happening at the rear of the property.

Mayor Sheldon called for further comments, hearing and seeing no further comments, Mayor Sheldon closed the public hearing. Mayor Sheldon invited Directors Leonard and Jenkins to the podium.

Director Leonard reported that the city could not require the developer to plat everything all at one time. Director Leonard reported that the developer had met all the land code requirements and would continue to phase in the project at their discretion, their timeframe. Director Leonard further reported that the developer had met all the city's requirements with respect to parking, setbacks, amenities, etc. Director Leonard reported all noticing requirements were met. Director Leonard explained the permit approval process.

Mayor Sheldon invited the Applicant to speak.

Jason Alley, representative of the Applicant and Owner – Mr. Alley reported that they were following the city's land development code. Mr. Alley reported the vision for the project was changed from a large-scale hotel/condo. Vice Mayor McConnell commented that this project should have a much smaller impact. Mr. Alley concurred and discussed internal roads and added that they were not allowed to use Crane Street, however, one entrance would be built on Crane Street that would be locked and only used for emergency access only, Fire and Police.

Mayor Sheldon asked Mrs. Myers to explain the quasi-judicial hearing process. Ms. Myers concurred. Mayor Sheldon asked Mrs. Myers to explain the News Herald's involvement. Mrs. Myers explained the noticing requirements and publishing notices in the News Herald Newspaper.

Director Jenkins reported that this project/subdivision went through the appropriate process, the plans were reviewed as well as utilities, fire, police, and the project meets the city's LDC regulations for subdivisions. Director Jenkins reported further on the project/subdivision's private right of way.

Mayor Sheldon asked the developer to answer the question about the dirt on the house. Mr. Alley reported that previously we had a mound of dirt out there, however, that mound had been knocked down and it would not be mounded again. Mr. Alley reported that they would be submitting the last phase of the project shortly. Mr. Alley generally discussed the overall land plan.

Mayor Sheldon called for comments from Council. Vice Mayor McConnell commented that he was hopeful that the community would embrace the project since it now had a lower impact. Councilman Jarman inquired as to when the rest development plan would be submitted. Councilman Chester inquired if everything was single family. Mr. Alley reported that everything was single family, except for one multi-use building. Mr. Alley added that there were no plans for multi-family units, except for a few small condos in the multi-use building next to the amenity center. Mr. Alley reported that the rest of the plans should be submitted in the next 30-60 days. Councilman Jarman suggested that the developer submit a master plan and go over it with the Bid-O-Wee community. Mr. Alley reported that they did send he master plan over to the it to the Bid-O-Wee president. Councilman Casto inquired if anyone other than the emergency services would have access to the emergency exit. Mr. Alley reported that no one would have access except first responders.

Mayor Sheldon noted this item was available to Council. **Vice Mayor McConnell moved to approve the Plat. Councilman Jarman seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 3. ORDINANCE NO. 1576, PROPOSING AMENDMENTS TO THE CITY CHARTER, FIRST READING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Ordinance 1576 by title only. Mayor Sheldon opened the public hearing.

Burnie Thompson – Mr. Thompson inquired if this was going on a referendum. Mr. Thompson made a verbal public records request for all digital copies of in and out emails from the Charter Review Committee to Chairman McConnell and between Chairman McConnell and Rick Ramos, as well as all text messages.

Mayor Sheldon called for additional public comments. Hearing and seeing none, Mayor Sheldon closed public comments. Mrs. Myers reported that members of the Charter Review Committee were present to answer any questions. Mayor Sheldon thanked the Charter Review Committee members and noted this item was available to Council.

Zachary Coleman, Charter Review Committee Member – Mr. Coleman reported the Committee was made up of the citizens of the community and these were recommendations made by the Committee. Mr. Coleman reported all of the amendments were great for the citizens and recommended moving forward. Mayor Sheldon thanked Zach for his service on the Committee.

Councilman Casto thanked the committee for their time. Councilman Casto added that the Charter was over 50 years old and there was a good article in the News Herald regarding what the citizens' committee was recommending. Councilman Jarman concurred with Councilman Casto. Councilman Jarman discussed the civil service/grievance board and asked the residents to read the amendments and vote accordingly. Vice Mayor McConnell noted that he was very proud of the Committee and thanked them for their service. Mayor Sheldon concurred and thanked the committee members for stepping up. Councilman Chester agreed and also thanked the members for their time and effort. Vice Mayor McConnell reported that all of the Charter Review Committee meetings were open to the public meeting and the Committee did have residents attend the meetings.

Mayor Sheldon noted this item was available. **Vice Mayor McConnell moved to approve Ordinance 1576. Councilman Casto seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 4. RESOLUTION NO. 22-52, A BUDGET AMENDMENT TO RE-APPROPRIATE EXPENDITURES.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-52 by title only. Mayor Sheldon opened the public hearing. Hearing and seeing no comments, Mayor Sheldon closed the public hearing. Mayor Sheldon invited comments from Director Ellis. Director Ellis reported that this item was a general housekeeping item for the Finance Department and related mostly to moving expenditures and revenue because of timing issues.

Mayor Sheldon thanked Director Ellis and noted this item was available to Council. **Councilman Jarman moved to approve Resolution 22-52. Councilman Chester seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 5. RESOLUTION NO. 22-50, FIRE ALARM SYSTEM.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-50 by title only. Mayor Sheldon opened the public hearing. Hearing and seeing no comments, Mayor Sheldon closed the public hearing. Mayor Sheldon noted this item was available to Council. Councilman Jarman recused himself from the vote on the grounds that there is a working relationship between his parents and B&C Fire. Councilman Jarman reported that he had filed the appropriate paperwork with the Clerk. **Councilman**

Chester moved to approve Resolution 22-50. Councilman Casto seconded the motion. Hearing and seeing no further comments, the motion passed by a roll call vote.

Vice Mayor McConnell	Aye
Councilman Jarman	Abstained
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 6. RESOLUTION NO. 22-51, BEACH SAFETY SERVICES AGREEMENT AND BUDGET AMENDMENT.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-51 by title only. Mayor Sheldon called for public comments. Hearing and seeing no comments, Mayor Sheldon closed the public hearing. Mayor Sheldon invited Fire Chief Morgan to the podium. Chief Morgan discussed the purpose of the agreement and added that it was the culmination of a lot of work of a lot of individuals that bridges the gap between private and public to make the beaches safer. Chief Morgan thanked the city's partners. Mayor Sheldon concurred and thanked Mr. Chapman for stepping up physically and financially to make the city's beaches safer. Councilman Casto concurred and further discussed the city's lifeguard/Beach safety program and thanked the Chapman family for stepping up. Councilman Jarman concurred. Vice Mayor McConnell concurred and thanked Mr. Chapman and Councilman Casto for backing this program. Councilman Chester concurred and discussed Mr. Chapman being able to advertise that they have beach safety on the beach at their hotel. Mayor Sheldon thanked the city's legal team.

Mayor Sheldon noted this item was available to Council. **Councilman Casto moved to approve Resolution 22-51. Councilman Jarman seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 7. RESOLUTION NO. 22-53, FIRE DEPARTMENT GRANT AND BUDGET AMENDMENT.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-53 by title only. Mayor Sheldon called for public comments, hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon invited Fire Chief Morgan to the podium. Chief Morgan turned the floor over to Chief Parris who explained the purpose of the grant. Councilman Chester recommended that the city look for grants for beach safety equipment. Chief Parris noted he would search for that. Mayor Sheldon announced this item was available to Council. **Vice Mayor McConnell moved to approve Resolution 22-53. Councilman Casto seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 8. RESOLUTION NO. 22-54, APPROVING A GRANT FOR THE FRANK BROWN PARK SAFE ROOM.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-54 by title only. Mayor Sheldon called for public comments.

Michelle Carter – Ms. Carter noted she supported the resolution if it was for a safe room for storms.

Hearing and seeing no further comments, Mayor Sheldon closed the public comment period. Mayor Sheldon announced this item was available to Council. **Councilman Casto moved to approve Resolution 22-54. Councilman Jarman seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 9. RESOLUTION NO. 22-55, APPROVING A GRANT FOR CRA LIGHTING. *Removed from the agenda.

***ITEM 10. RESOLUTION NO. 22-56, HYATT DEVELOPER REIMBURSEMENT AGREEMENT.**

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-56 by title only. Mrs. Myers explanation that this agreement would repeal the prior agreement and create a new one, largely to reach the same goal, only now the developer would be installing the improvement. Mrs. Myers added that, because of the cost of time, the cost of the intersection was now \$325,000-\$375,000. Mrs. Myers further reported that the developer requested two minor amendments to the agreement and Mrs. Myers reviewed those amendments for Council.

Mayor Sheldon called for public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. Discussion regarding the developer paying the same amount and oversight of the project took place. **Vice Mayor McConnell moved to approve Resolution 22-56. Councilman Jarman seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 11. RESOLUTION NO. 22-57, MSA FOR ENVIRONMENTAL ENGINEERING SERVICES I.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-57 by title only. Mayor Sheldon opened public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon invited comments from Manager Whitman. Manager Whitman explained the city had a 5-member committee review the MSA's and recommended approval.

Mayor Sheldon noted this item was available to Council. **Councilman Casto moved to approve Resolution 22-57. Councilman Chester seconded the motion.**

Vice Mayor McConnell asked if Council could discuss how MSAs were done. Vice Mayor McConnell discussed the federal government's process for doing MSAs. Vice Mayor McConnell reported his preference would be to qualify the companies, then they get on board, then the task order goes out.

Councilman Jarman commented that if this was Council's direction, he would recommend pulling these items from the agenda, as it was a total revision of the city's current program. Vice Mayor McConnell noted that he understood, however, this was also Bay County's process, and he did not want to limit the city's options.

Mayor Sheldon invited Manager Whitman's comments. Manager Whitman commented he would work with Council's direction; however, he would recommend picking one company for major stormwater.

Vice Mayor McConnell discussed the city's qualification process. Councilman Jarman noted this would be a major revision. Discussion regarding this being 8-years' worth of MSAs took place. Mayor Sheldon noted that he was not opposed, however, he wanted to make sure Council would not hinder staff.

Discussion regarding how the process currently works and how the process proposed by Vice Mayor McConnell may work took place. Discussion regarding scoring and qualifications took place. Discussion regarding the number of staff hours spent reviewing the MSAs took place. Discussion regarding the MSAs in front of Council now versus changing the process later took place.

Vice Mayor McConnell commented that he would not want to cause any delay on the city's business, but he would want to look at the process. Councilman Casto concurred and recommended going forward, after what Council has on the agenda today, Council and staff take a look at the process. Councilman Jarman concurred and recommended that staff take a look at this in January.

Councilman Jarman moved to call the vote on Resolution 22-57 and asked Council to vote now and then take the time to look at the process later. The Resolution 22-57 was adopted by a roll call vote of (3-2).

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	No

ITEM 12. RESOLUTION NO. 22-58, MSA FOR ENVIRONMENTAL ENGINEERING SERVICES II.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-58 by title only. Mayor Sheldon opened public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council.

Vice Mayor McConnell noted that he felt the same about each MSA on the agenda as previously stated. Mayor Sheldon noted he understood. Councilman Chester discussed ranking the applicants versus actual "qualified" applicants. Council further discussed changing the process midstream. Mayor Sheldon noted he understood Vice Mayor's point, however, he did not want to hinder.

Vice Mayor McConnell recommended changing the timeframe of the contracts from 8 years to 2 years. Mrs. Myers discussed initial terms and termination for convenience clauses, as stated in the agreements. Council further discussed terms and renewals of the contracts. Discussion regarding previous MSAs already approved by Council took place. Councilman Casto inquired if staff was ok with changing the contracts

from 8 years to 2 years. Mrs. Myers discussed the monumental task and time commitment of staff to review these MSAs, in addition to their day-to-day work. Further discussion regarding qualifications took place. Mayor Sheldon invited Director Shaeffer to comment.

Director Shaeffer recommended that Council go ahead and proceed as advertised and further discussed the convenience clause. Further discussion regarding the terms in the RFQ, as advertised, took place. Discussion regarding whether or not to direct staff to change the terms of the contracts took place. Director Shaeffer commented on consultants meeting the criteria and also building their resumes at the same time. Manager Whitman discussed the staff time involved with reviewing the MSAs in front of Council. Discussion regarding this being a change from what was advertised and termination without cause took place. Discussion regarding truly qualified consultants took place. Mayor Sheldon thanked Director Shaeffer for his comments. Councilman Jarman asked for the direct solution for today. Vice Mayor McConnell noted his solution for today was to change the contracts to 2 years. Manager Whitman recommended reaching out to the contractors before changing the terms, if that was Council's direction. Manager Whitman recommended proceeding with staff recommendations. Council further discussed changing the terms to 2-years.

Councilman Casto moved to approve Resolution 22-58, as advertised for four-years. Councilman Chester seconded the motion. Hearing and seeing no further comments, the resolution was adopted by a roll call vote of (3-2).

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	No

ITEM 13. RESOLUTION NO. 22-59, MSA FOR SURVEYING AND PLAT REVIEW.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-59 by title only. Mayor Sheldon opened public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 22-59. Councilman Casto seconded the motion. Hearing and seeing no further comments, the resolution was adopted by a roll call vote of (3-2).**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	No

ITEM 14. RESOLUTION NO. 22-60, MSA FOR GENERAL DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION SERVICES.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-60 by title only. Mayor Sheldon opened public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution 22-60. Councilman Chester seconded the motion. Hearing and seeing no further comments, the resolution was adopted by a roll call vote of (3-2).**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	No

ITEM 15. RESOLUTION NO. 22-61, MSA FOR ENGINEERING SERVICES RELATED TO MAJOR POTABLE WATER FACILITIES.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-61 by title only. Mayor Sheldon opened public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Casto moved to approve Resolution 22-61. Councilman Chester seconded the motion. Hearing and seeing no further comments, the resolution was adopted by a roll call vote of (3-2).**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	No

ITEM 16. RESOLUTION NO. 22-62, MSA FOR MAJOR WASTEWATER AND RECLAIMED WATER FACILITIES.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-62 by title only. Mayor Sheldon opened public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 22-62. Councilman Casto seconded the motion. Hearing and seeing no further comments, the resolution was adopted by a roll call vote of (3-2).**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	No

ITEM 17. RESOLUTION NO. 22-63, MSA FOR MINOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER ENGINEERING PROJECTS.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-63 by title only. Mayor Sheldon opened public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 22-63. Councilman Jarman seconded the motion. Hearing and seeing no further comments, the resolution was adopted by a roll call vote of (3-2).**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	No

ITEM 18. RESOLUTION NO. 22-64, MSA FOR GENERAL STORMWATER ENGINEERING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-64 by title only. Mayor Sheldon opened public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 22-64. Councilman Casto seconded the motion. Hearing and seeing no further comments, the resolution was adopted by a roll call vote of (3-2).**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	No

ITEM 19. RESOLUTION NO. 22-65, MSA FOR STORMWATER MAJOR ENGINEERING SERVICES.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-65 by title only. Mayor Sheldon opened public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution 22-65. Councilman Chester seconded the motion. Hearing and seeing no further comments, the resolution was adopted by a roll call vote of (3-2).**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	No

ITEM 20. RESOLUTION NO. 22-66, MSA FOR ENGINEERING SERVICES FOR MINOR ROADWAY, SIDEWALKS AND TRAILS.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-66 by title only. Mayor Sheldon opened public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 22-66. Councilman Casto seconded the motion. Hearing and seeing no further comments, the resolution was adopted by a roll call vote of (3-2).**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	No

ITEM 21. RESOLUTION NO. 22-67, GRANT FOR PHASE 1 OF SAN SOUCI DRAINAGE PROJECT.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-67 by title only. Mayor Sheldon called for public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 22-67. Councilman Casto seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 22. RESOLUTION NO. 22-68, BID AWARD- SALE OF SURPLUS UTILITY LOT.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 22-68 by title only. Mayor Sheldon called for public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon invited comments from Manager Whitman. Manager Whitman explained that the city advertised these four surplus parcels, received one bidder, and recommended approval. Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution 22-68. Vice Mayor McConnell seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 23. DISCUSSION / ACTION ITEM, BEACH FRONT DEVELOPMENT.

Mayor Sheldon invited comments from City Manager Whitman. Manager Whitman explained he asked the developer to come in and speak since this was such an important project to the city. Manager Whitman asked for Council’s direction to proceed and noted that the city and developer understood that each could walk away while the project was being negotiated and that Hook’d would be leased out for one more year.

William Harrison, 101 Harrison Avenue - Mr. Harrison reported that his group responded to a solicitation from the city a number of months ago. Mr. Harrison noted there was a lot of reasons why they should sit down with the city and collaborate. Mr. Harrison discussed setting up a cone of silence, preserving the past, creating an iconic place for the future, financial concerns, figuring out what actually would work in that space, and the market. Mr. Harrison acknowledged the city’s short-term goals for the property. Mr. Harrison proposed to work with the city on the use while collaborating with council and holding a 2-day public charrette. Mr. Harrison recommended after that process they would create a design and figure out if that design was financially feasible. Mr. Harrison stated he would work with the city’s attorneys to move quickly to get the shovel in the ground. Mayor Sheldon discussed timeline and noted this was an amazing opportunity for PCB. Mayor Sheldon called for comments from Council

Councilman Chester asked Mr. Harrison to explain to the public where the property was located. Mr. Harrison described the location on Front Beach Road at Pier Park. Discussion regarding possibly expanding the footprint and the timeline took place. Mayor Sheldon reported that it was only right to give an extension for another year. Mayor Sheldon reported that he was in favor of a January meeting and was excited about what this could be. Mayor Sheldon noted he was all in favor of another year and setting a meeting as soon as possible. Vice Mayor McConnell concurred with Mayor Sheldon. Mr. Harrison noted that one thing that would be helpful would be to have communication with each member of Council and with staff about design and architecture before the charette. Council agreed and noted that the City Manager would arrange the one-on-ones with council members.

Manager Whitman concurred and recommended the development group meet with staff and engineers first, then schedule one-on ones with Council and lastly hold a public workshop before the January 27th day meeting.

Mayor Sheldon asked Mrs. Myers if she needed a formal motion. Mrs. Myers stated yes, and recommended a 2-part motion, one that blesses staff to continue and/or to start formal negotiations with this developer for the redevelopment of the beach front and one that approves the continued use of Hook'd as a tenant for the next season.

Vice Mayor McConnell moved to continue negotiations and to extend the lease out a year, as just discussed and requested. Councilman Chester seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

***ITEM 24. DISCUSSION / ACTION ITEM, SELECT DATE/TIME OF WORKSHOP - CRA MANAGER PRESENTATIONS.**

Mayor Sheldon called for public comment. Hearing and seeing none, Mayor Sheldon invited comments from City Manager Whitman. Manager Whitman explained that he put out a bid for CRA Manager 30 days ago and the city received two responses -Panhandle Engineering and DRMP. Manager Whitman recommended Council set-up a workshop to hear presentations from the two respondents. Manager Whitman reported he would bring back rankings to Council.

Mayor Sheldon noted this item was available to Council. **Mayor Sheldon recommended Council schedule a special meeting on December 21, 2021, at 1:00 p.m. to hear presentations. Hearing and seeing no objection, the date was approved by unanimous consent of Council.** Mayor Sheldon asked Ms. Fasone to publish the date of the special meeting. Discussion regarding developing the special meeting agenda took place.

ITEM 25. DISCUSSION / ACTION ITEM, APPOINTMENTS TO THE TDC.

Mayor Sheldon called for public comment. Hearing and seeing none, Mayor Sheldon invited comments from Manager Whitman. Manager Whitman reported that all three current members would willing to serve new terms on the TDC Board: Councilman Casto, Councilman Chester and Gary Walsingham. Mayor Sheldon noted this item was available to Council. **Vice Mayor McConnell moved to approve the slate. Councilman Jarman seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 26. DISCUSSION / ACTION ITEM, VICE MAYOR MCCONNELL’S APPOINTMENT TO THE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE.

Mayor Sheldon called for public comment. Hearing and seeing none, Mayor Sheldon invited comments from Vice Mayor McConnell. Vice Mayor McConnell recommended appointing Neil Bennett to the Committee in Les McFatter’s vacant seat. Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve the slate. Councilman Casto seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 27. DISCUSSION / ACTION ITEM, 2022 CITY COUNCIL MEETING DATES.

Mayor Sheldon called for public comment. Hearing and seeing none, Mayor Sheldon reported that the list of 2022 council dates were included in the council packet. Mayor Sheldon recommended rescheduling Council’s first meeting in August so as not to conflict with the FLC’s conference. Mayor Schedule recommended moving the August 11th meeting to August 9th at 9am. Mayor Sheldon also recommended scheduling both the November and December meetings at 9 am. Mayor Sheldon called for comments from Council. All members were in agreement. **Vice Mayor McConnell moved to approve the 2022 Council schedule, as presented. Councilman Jarman seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

CITY MANAGER REPORT

City Manager Whitman thanked Mr. Johnny Bell for his service to the city. Manager Whitman wished everyone a Merry Christmas.

CITY ATTORNEY REPORT

Mrs. Myers reported that with respect to the stormwater assessment, the judge entered an order approving the methodology, validating the assessment, and the appeal process had passed.

COUNCIL COMMENTS

Councilman Casto thanked Mr. Bell for his service and asked Director Leonard to answer Ms. Allen’s questions regarding the “team” and wetlands. Director Leonard explained that the state had jurisdiction over the wetlands but was not always the owner of the wetland, and with respect to the “team”, that comment was about the CRA manager, tonight’s agenda item # 24. Councilman Chester wished everyone a Merry Christmas. Councilman Jarman noted that with respect to the “flow rates” records request, the requestor might want to narrow that request down, with respect to the Sports Complex the TDC altered police. Councilman Jarman wished everyone a Merry Christmas and Happy New Year. Vice Mayor McConnell discussed the crash on Griffiths and asked for more lighting or flashing lighting at the curve. Vice

Mayor McConnell reported that he spoke with the 3rd grade at Petronius, and they would like to take the kids artwork and put it on the trash cans. Vice Mayor asked the City Manager to create a coalition between the TDC, Petronius, the city, and Keep PCB Beautiful. Mayor Sheldon agreed with the Vice Mayor on adding additional lighting, flashing lights, etc. at the curve. Mayor Sheldon reported that the Utilities Department should have the smell from the wastewater treatment facility taken care of about the first week of January. Mayor Sheldon discussed the Economic Development Committee creating a video for the city and recommended that that item be added to the January Council agenda for approval. Mayor Sheldon thanked staff for all their hard work and wished everyone a Merry Christmas and Happy New Year.

With nothing further, Mayor Sheldon adjourned the meeting by unanimous consent at 11:20 am.

READ AND APPROVED this _____ day of January, 2022.

Mark Sheldon, Mayor
City of Panama City Beach, Florida

ATTEST:

Lynne Fasone, MMC
City Clerk

* ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Presentation of proclamation.

4. AGENDA:

PRESENTATIONS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached:

6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

City Council honors Rev Dr. Martin Luther King Jr. and recognizes Martin Luther King Jr. Day.

[MLK Proclamation.2022.pdf](#)



~Proclamation~

**A PROCLAMATION HONORING
REV. DR. MARTIN LUTHER KING JR.
AND
RECOGNIZING MONDAY, JANUARY 17, 2022 AS
MARTIN LUTHER KING JR. DAY**

WHEREAS, America was moved by a young preacher named Rev. Dr. Martin Luther King Jr. who called a nation to action that forever changed the course of history; and

WHEREAS, each year on the third Monday in January, America celebrates the life of Dr. King, who devoted his life to the service of others; and

WHEREAS, it is incumbent upon us all to carry forward the principles of peace, equality, and service exemplified by Dr. King, by treating everyone with the same great measure of dignity and respect; and

WHEREAS, it is our responsibility as Americans to ensure a strong foundation that supports economic security for all and extends Dr. King's dream of all of God's children joining together to sing "Free at last, free at last. Thank God almighty we are free at last;" and

WHEREAS, for these reasons we honor Dr. King and recognize Monday, January 17, 2022, as Martin Luther King Jr. Day.

NOW, THEREFORE, the City Council of the City of Panama City Beach encourages all residents of Panama City Beach to observe Martin Luther King Jr. Day through both reflection and appropriate civic, community and service programs in honor of Dr. King's life and legacy.

Mayor Mark Sheldon

Vice Mayor Geoff McConnell

Councilman Paul Casto

Councilman Phil Chester

Councilman Michael Jarman



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Holly White, Community Redevelopment Agency

2. MEETING DATE:
January 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution No. 22-69 for road striping and pavement markings.

4. AGENDA:
CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Attractive Community
Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

On October 18, 2021, the City issued an invitation to bid (ITB) for road striping and pavement markings. The ITB contemplated road striping and pavement markings at various locations throughout the City. As stated in the ITB, areas have not been pre-identified and will be determined by priority of need and funding availability. Work task orders shall be issued on an "as needed basis" and the City will endeavor to issue work orders that include multiple locations. Individual work orders will specify the work to be performed, its location, a not-to-exceed cost (based upon the contract unit prices), and a schedule for performance. The term of the agreement will be for one year with an option to renew for two additional one-year terms, for a maximum contract length of three years.

The City opened bids on November 18, 2021, and received one response to the ITB from Emerald Coast Striping. Based upon the estimated quantities in the ITB, the total estimated cost of the contract is \$100,816.00.

STAFF recommends approval of Resolution 22-69 for road striping and pavement markings to the sole respondent, Emerald Coast Striping.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

[Res 22-69.Road Striping.Emerald Coast Striping LLC.pdf](#)
[PCB22-14 Bid Tabulation Sheet.pdf](#)
[Emerald Coast Striping.Agreement.Exhibit A.pdf](#)
[Emerald Coast Striping.Proposal.Exhibit B.pdf](#)

RESOLUTION NO. 22-69

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH EMERALD COAST STRIPING, LLC FOR PAINT STRIPING AND PAVEMENT MARKINGS ASSOCIATED WITH VARIOUS CITY ROAD IMPROVEMENT PROJECTS.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that Agreement between the City and Emerald Coast Striping, relating to installation of paint striping and pavement markings associated with various road improvement projects, in substantially the form of the agreement **attached** and presented to the Council as Exhibit A today, at the unit prices shown in the Bid Proposal **attached** as Exhibit B and incorporated herein, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

RESOLUTION NO. 22-69

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 16th day of November 2021 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Emerald Coast Striping, LLC. business as a corporation, having a business address of 1901 N. EAST AVE. PANAMA CITY, FL 32405 (hereinafter called "CONTRACTOR"), for the performance of the Work (as those terms is defined below) in connection with the construction of **PCD22-14 ITB Road Striping and Pavement Markings** to be located at various locations within the service area of Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub- contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work for each Work Order within five (5) consecutive calendar days of receipt of the executed Work Order and achieve completion of the Work within seven (7) business days.
3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein based on Unit Prices in the Bid Schedule.
4. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00031	BIDDER QUALIFICATION FORM
Section 00050	AGREEMENT
Section 00080	NOTICE OF AWARD
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00098	OTHER REQUIRED DOCUMENTS
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 01010	SUMMARY OF WORK
Section 01150	MEASUREMENT AND PAYMENT

ADDENDA

No. __ , dated _____, 2021

No. __ , dated _____, 2021

No. __ , dated _____, 2021

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

5. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. This Agreement shall be governed by the laws of the State of Florida.
8. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address.

If to Owner:

City of Panama City Beach

17007 Panama City Beach Pkwy.

Panama City Beach, FL 32413

ATTENTION: Drew Whitman, City Manager
Fax No.: (850) 233-5116

If to Contractor:

Emerald Coast Striping, LLC.

1901 N. EAST AVENUE

Panama City, FL 32405

ATTENTION: Aric Bailey
Fax No.: 850-271-4875

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

9. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
10. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
11. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
12. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
13. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Mr. David

Campbell, CRA Manager City of Panama City Beach.

14. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.
15. **INSURANCE - BASIC COVERAGES REQUIRED**
The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.
These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the

OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retentions shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAG

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000	Combined Single Occurrence, and	Limit Each
	\$2,000,000		

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not

less than three (3) years following OWNER'S final acceptance of the project. The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
---------------------------------	---

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

Excess or Umbrella Liability Coverage.

Coverage shall not be less than \$1,000,000 each occurrence and aggregate.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY: _____

City Clerk

NAME: Drew Whitman

TITLE: City Manager

CONTRACTOR:

ATTEST:

BY: AR

Faith L. Cooke

NAME: Aric Bailey
(Please Type)

NAME Faith L. Cooke

ADDRESS: 1901 N. East Ave.

(Please Type)

Panama City, FL 32405

[END OF SECTION 00050]

SECTION 00030

BID PROPOSAL FORM

This proposal of Emerald Coast Striping, LLC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as Partnership (a corporation, a partnership or an individual), whose Florida contractor's license number is N/A is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **PCB22-14 ITB Road Striping and Pavement Markings** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence Work on or before a date to be specified in the Notice to Proceed and upon notification by the City. Suitable notification shall include email correspondence.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. _____

Addendum No. _____

Addendum No. _____

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices shown in the BID SCHEDULE.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS according to the following schedule:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
Permanent RPM	65	EA	\$ <u>7.00</u>	\$ <u>455.00</u>
Post Delineator, Flexible, 36" w/ reflective tape	120	EA	\$ <u>60.00</u>	\$ <u>7,200.00</u>
Handicap Space Complete Including Sign, Paint	5	EA	\$ <u>300.00</u>	\$ <u>1,500.00</u>
Painted Pavt Mark, Std, White, Solid, 6"	2000	LF	\$ <u>0.35</u>	\$ <u>700.00</u>
Painted Pavt Mark, Std, White, Solid, 8"	880	LF	\$ <u>0.45</u>	\$ <u>396.00</u>
Painted Pavt Mark, Std, White, Solid, 12"	850	LF	\$ <u>1.25</u>	\$ <u>1,062.50</u>
Painted Pavt Mark, Std, White, Solid, 18"	300	LF	\$ <u>2.00</u>	\$ <u>600.00</u>
Painted Pavt Mark, Std, White, Solid, 24"	220	LF	\$ <u>2.50</u>	\$ <u>550.00</u>
Painted Pavt Mark, Std, White, Skip, 6"	200	LF	\$ <u>1.00</u>	\$ <u>200.00</u>
Painted Pavt Mark, Std, White, Dot, Guide, 6"	400	LF	\$ <u>0.50</u>	\$ <u>200.00</u>
Painted Pavt Mark, Std, White, Message, STOP	3	EA	\$ <u>60.00</u>	\$ <u>180.00</u>
Painted Pavt Mark, Std, White, Message, ONLY	4	EA	\$ <u>50.00</u>	\$ <u>200.00</u>
Painted Pavt Mark, Std, White, Message, MERGE	4	EA	\$ <u>25.00</u>	\$ <u>100.00</u>
Painted Pavt Mark, Std, White, Message, BUS	2	EA	\$ <u>25.00</u>	\$ <u>50.00</u>
Painted Pavt Mark, Std, White, Bicycle Symbol	2	EA	\$ <u>35.00</u>	\$ <u>70.00</u>
Painted Pavt Mark, Std, White, Arrows	7	EA	\$ <u>60.00</u>	\$ <u>420.00</u>
Painted Pavt Mark, Std, White, Island Nose	4	EA	\$ <u>50.00</u>	\$ <u>200.00</u>
Painted Pavt Mark, Std, Yellow, Solid, 6"	600	LF	\$ <u>1.00</u>	\$ <u>600.00</u>
Painted Pavt Mark, Std, Yellow, Solid, 8"	100	LF	\$ <u>0.45</u>	\$ <u>45.00</u>
Painted Pavt Mark, Std, Yellow, Solid, 18"	700	LF	\$ <u>2.00</u>	\$ <u>1,400.00</u>
Painted Pavt Mark, Std, Yellow, Skip, 6"	650	LF	\$ <u>0.25</u>	\$ <u>162.50</u>
Painted Pavt Mark, Std, Yellow, Dot, 6"	450	LF	\$ <u>0.25</u>	\$ <u>112.50</u>

BID PROPOSAL

Painted Pavt Mark, Std, Yellow, Island Nose	3	EA	\$ <u>50.00</u>	\$ <u>150.00</u>
Thermo Handicap Space, Complete Incl. Signage,	5	EA	\$ <u>350.00</u>	\$ <u>1,750.00</u>
Thermoplastic, Std, White, Solid, 6"	2000	LF	\$ <u>1.25</u>	\$ <u>2,500.00</u>
Thermoplastic, Std, White, Solid, 8"	880	LF	\$ <u>1.00</u>	\$ <u>880.00</u>
Thermoplastic, Std, White, Solid, 12"	850	LF	\$ <u>3.50</u>	\$ <u>2,975.00</u>
Thermoplastic, Std, White, Solid, 18"	300	LF	\$ <u>4.00</u>	\$ <u>1,200.00</u>
Thermoplastic, Std, White, Solid, 24"	220	LF	\$ <u>6.50</u>	\$ <u>1,430.00</u>
Thermoplastic, Std, White, Skip, 6"	200	LF	\$ <u>1.00</u>	\$ <u>200.00</u>
Thermoplastic, Std, White, DOT, Guide, 6"	400	LF	\$ <u>0.50</u>	\$ <u>200.00</u>
Thermoplastic, Preformed, White, Solid, 24"	220	LF	\$ <u>12.00</u>	\$ <u>2,640.00</u>
Thermoplastic, Preformed, White, Message STOP	3	EA	\$ <u>500.00</u>	\$ <u>1,500.00</u>
Thermoplastic, Preformed, White, Message ONLY	4	EA	\$ <u>500.00</u>	\$ <u>2,000.00</u>
Thermoplastic, Preformed, White, Message BUS	4	EA	\$ <u>250.00</u>	\$ <u>1,000.00</u>
Thermoplastic, Preformed, White, Message MERGE	2	EA	\$ <u>250.00</u>	\$ <u>500.00</u>
Thermoplastic, Preformed, White, Bicycle Symbol	2	EA	\$ <u>150.00</u>	\$ <u>300.00</u>
Thermoplastic, Std, White, Arrow	7	EA	\$ <u>125.00</u>	\$ <u>875.00</u>
Thermoplastic, Std Yellow, Solid, 6"	600	LF	\$ <u>1.50</u>	\$ <u>900.00</u>
Thermoplastic, Std Yellow, Solid, 8"	100	LF	\$ <u>1.00</u>	\$ <u>100.00</u>
Thermoplastic, Std Yellow, Solid, 18"	700	LF	\$ <u>4.00</u>	\$ <u>2,800.00</u>
Thermoplastic, Std, Yellow, Skip, 6"	650	LF	\$ <u>1.25</u>	\$ <u>812.00</u>
Thermoplastic, Std, Yellow, Dot, 6"	450	LF	\$ <u>1.00</u>	\$ <u>450.00</u>
Removal of Existing Markings	1500	SF	\$ <u>3.50</u>	\$ <u>5,250.00</u>
Methyl Methacrylate (MMA) Crosswalks	1600	SF	\$ <u>15.00</u>	\$ <u>24,000.00</u>
*Rectangular Rapid Flashing Beacon Complete (solar)	4	EA	\$ <u>7,500</u>	\$ <u>30,000.00</u>

ESTIMATED TOTAL COST BASED ON ESTIMATED QUANTITIES \$ 100,816.00

* All Rectangular Rapid Flashing Beacon (RRFB devices) shall be installed in accordance with FDOT index 654-001, sheet 1 of 1, and only RRFB devices listed on the FDOT approved products list will be accepted. Sign layout shall consist of a single sign configuration with solar panels on each unit.

By submitting this Bid, the CONTRACTOR understands that all work specified in these Contract Documents must be included in the Unit Price Bid above. If the numbers do not meet this requirement, your Bid will be disqualified and will not be considered for award.

BID PROPOSAL

Below, specify the names of the subcontractors, if any, to be used as part of your Base Bid:

Work Performed & Company Name

- 1. none
- 2. _____
- 3. _____

NOTES:

- 1. Bid unit prices shall be all-inclusive of all fees including but not limited to including all associated charges for layout, restoration, insurance, taxes, field office and supervision, overhead and profit, and miscellaneous items.
- 2. BIDS shall be on the basis of a unit price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
- 3. BIDS are intended for the duration of the One (1) year contract, with the City having the option to renew for Two (2) additional one-year terms.
- 4. The OWNER reserves the right to reject any and all bids received. The OWNER also reserves the right to purchase multiple combinations of line items from separate bidders.
- 5. **Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.**
- 6. By submitting this Bid, the BIDDER is deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this Bid shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER does agree, by submittal of this Bid, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

Bidder's Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its

BID PROPOSAL

understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

As required, the following documents are submitted with this Bid Proposal:

1. Bidder Qualification Form
2. Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 0095
3. Public Entity Crimes Statement – Section 00097
4. Non-Collusion Affidavit – Section 00098
5. E-Verify Form – Section 00098
6. Conflict of Interest Statement – Section 00098

CONTRACTOR:

Emerald Coast Striping, LLC.

1901 N. East Avenue
Address

Panama City, FL 32405
850.215.4875
Phone Number

11/16/2021
Date

[END OF SECTION 00030]

BID PROPOSAL

BIDDER'S QUALIFICATION FORM
CITY OF PANAMA CITY BEACH, FLORIDA

PCB22-14 ITB

Road Striping and Pavement Markings

In order to satisfy the City regarding the Bidder's qualifications, the Bidder shall provide in the space below information regarding previous work comparable with the proposed work in size, capacity, and complexity, as well as information regarding FDOT Pre-Certifications. List three (3) projects similar in size and nature which were completed during the past five (5) years. The City may also consider any previous City projects. Following receipt of bids, each Bidder shall be prepared to furnish such additional information as the City may reasonably request regarding Bidder's equipment and personnel. The information provided on this form shall constitute an integral part of the bid.

Bidder's (BUSINESS) Name: Emerald Coast Striping, LLC.	Print name of Bidder's Authorized Agent responding to solicitation: Aric Bailey
Bidder's Mailing Address: 1901 N. East Avenue Panama City, FL 32405	Bidder's Contact Number and Email Address: 850-867-3750 aric@ecstriping.com
FDOT Pre-Certification – List Each Work Class that Bidder is pre-certified for: Pavement Markings, Roadway Signing	

EXPERIENCE (Similar Projects)

Project or Contract # / Description / Date of Completion / Services Provided	Owner or Company Name / Contact Person	Email address*	Telephone
City of Destin / ongoing Thermoplastic & Paint Striping	City of Destin JAMES (JT) Heart 850-499-7289	jhart@ City of Destin.com	850 499 7289

Project or Contract # / Description / Date of Completion / Services Provided	Owner or Company Name / Contact Person	Email address*	Telephone
Thermoplastic & PAINT STRIPING <hr/> Ongoing	Bay County MAINTENANCE Nathan Clemmons	nclemmons @ baycountys.gov	850 248 8749
Project or Contract # / Description / Date of Completion / Services Provided	Owner or Company Name / Contact Person	Email address*	Telephone
Thermoplastic & PAINT STRIPING <hr/> Ongoing	ESCAMBIA COUNTY	lagsdon @ myescambia. com	844 802 9202



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Kathy Younce, Public Works

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Approve and execute Change Order #2 to the construction agreement of Hombre Circle Culvert Cleaning and Drainage Improvements project with L&R Contracting, Inc. in the amount of \$62,907.75.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Quality of Life
Attractive Community



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff identified a need for better access to maintain the two existing 42" culverts under the roadway. The City stormwater consultant, McNeil Carroll, designed structures at both the upstream and downstream ends of the pipes for easier access for stormwater crews to keep sedimentation cleaned out and the pipes free of debris. These pipes are very deep and without these improvements it is a constant battle keeping the pipes clean and flowing freely. Since the existing pipes are buried 6' under water and sedimentation, they were difficult to inspect prior to construction. With construction underway the pipe near the roadway was excavated and confirmed to be 42" RCP. Unforeseen circumstances were discovered after 9 days of dewatering to visually inspect the condition of the remaining length of the existing pipes. At this time, the contractor noticed the existing pipes were extended at an unknown time with metal pipes inserted into the RCP and a concrete collar poured around to connect the joints. These metal extensions have significant holes and portions that are collapsing. Staff does not recommend connection to the existing metal as it is currently failing. Instead it is necessary to remove the metal portions and extend the existing RCP with 4 sticks on the eastern side to avoid a watermain and 2 sticks on the western side. The City has the 6 sticks of RCP from reserve piping on the yard. Staff recommends the demobilization cost = \$4,025.00, the remobilization, MOT setup, re-installing dams, bypass, and dewatering cost = \$25,200.00, the removing the metal and reinstalling RCP cost = \$30,814.00, and the #57 stone bedding beneath the pipe cost = \$2,868.75 be approved. The total cost of the change order = \$62,907.75 and adequate funds are available. See attached change order request and contractor cost estimate.

Furthermore, in order to set the prefabricated structures, a crane will be required to lift them in place. Due to the size of the crane and concern for public safety, staff is requesting that this portion of roadway be shut down again to all traffic for the duration of the project. All traffic will be routed around the circle in both directions away from the construction site.

[Res 22-70.Hombre Circle Culvert Clearing and Drainage Change Order.pdf](#)
[CO#2 Hombre Circle.pdf](#)
[Pipe Adjust with Work Stoppage.pdf](#)

RESOLUTION NO. 22-70

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A CHANGE ORDER TO THE CITY'S AGREEMENT WITH L&R CONTRACTING, INC. FOR HOMBRE CIRCLE CULVERT CLEANING AND DRAINAGE IMPROVEMENTS PROJECT IN THE BASIC AMOUNT OF \$62,907.75.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Change Order #2 to the City's Agreement with L&R Contracting, Inc., relating to the Hombre Circle Culvert Cleaning and Drainage Improvements Project, in the basic amount of Sixty Two Thousand, Nine Hundred Seven Dollars and Seventy Five Cents (\$62,907.75), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

CHANGE ORDER

No. 2

PROJECT	Hombre Circle Culvert Cleaning & Drainage Improvments		
DATE OF ISSUANCE	January 14, 2022	EFFECTIVE DATE	January 13, 2022
OWNER	City of Panama City Beach, Florida		
OWNER's Contract No			
CONTRACTOR	L&R Contracting, Inc.	ENGINEER	McNeil Carroll Engineering, Inc.

You are directed to make the following changes in the Contract Documents

Description: 1.) Contractor has requested a time extension due to delays from this change order for 41 days. An additive cost increase to the contract in the amount of \$62,907.75 for demobilization, remobilization, MOT set-up, re-installing dams, bypass pumping, dewatering, removing and reinstalling RCP, and installing #57 stone bedding beneath the pipes.

Reason for Change Order:

Unforeseen conditions once the existing pipes were exposed the metal extension at the ends could be inspected and were determined to have significant holes and areas of failure that would make connection to the sedimentation boxes impossible and impractical.

Attachments: Contractor Cost Estimate

		CHANGE IN CONTRACT TIMES:	
Original Contract Price	<u>\$215,229.43</u>	Original Contract Times:	
		Substantial Completion:	<u>October 18, 2021</u>
		Final Completion	<u>November 17, 2021</u>
			days or dates
Net <u>Decrease</u> from this Change Orders	<u>\$0.00</u>	Net changes from previous Change Orders	<u>60</u>
			days
Contract Price prior to this Change Order	<u>\$215,229.43</u>	Contract Time prior to this Change Order	
		Substantial Completion:	<u>December 17, 2021</u>
		Final Completion	<u>January 16, 2022</u>
			days or dates
Net <u>Increase</u> of this Change Order	<u>\$62,907.75</u>	Net <u>Increase</u> of this Change Order	<u>41</u>
			days
Contract Price with all approved Change Orders	<u>\$278,137.18</u>	Contract Times with all approved Change Orders	
		Substantial Completion:	<u>January 26, 2022</u>
		Final Completion	<u>February 25, 2022</u>
			days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

APPROVED

By: _____
(Authorized Signature)

Date: _____

ACCEPTED

By: _____
Contractor (Authorized Signature)

Date: _____



December 15, 2021

Re: Hombre Circle Culvert Improvements and Cleaning

Attn: Kathy Younce

As per our discussion yesterday we are submitting revised pricing to account for the need to demobilize the project until the council can make a decision at the January 13th, 2022 meeting, and the cost to remobilize and recover the dewatering progress initially made on the work.

- Demobilize, breakdown and remove the bypass pumps and wellpoint pump, remove the dams at each end of the ditch, take down MOT and, safe up the area and open the roadway.
 - \$4025.00
- Remobilize equipment, set up MOT, re-build dams at each end of the ditch, set up bypass and wellpoint pump systems and begin pumping.
 - \$25,200.00
- Remove the existing 42" CMP on both sides of the road. Install 16 feet of 42" RCP off of each end of the pipes on the east side and install 8 feet off of each pipe on the west side.
 - \$30,814.00

Notes:

1. The pricing above is based on the City providing 48 feet (6 sticks) of 42" RCP. If the City only has 4 sticks, we can provide 2 for an additional \$2597.74.
2. No pipe video is included in the pricing.

3. #57 stone pipe bedding beneath the pipe is not included in the above pricing. If desired we can place gravel bedding (8" to 10" thick) below the new RCP for \$2868.75.
4. The above pricing does not reflect the lost production and costs associated with the analyzation and investigations to determine the best course of action to overcome this unforeseen condition. Being part of the team, we are willing to absorb those costs in an effort keep the impacts as minimal as possible.

Sincerely,



Brian Strickland



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Jason Pickle, Administration

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends Council approve the resolution authorizing an agreement with Plante-Moran, PLLC for Enterprise Resource Planning (ERP) Consultant Services , in an amount not to exceed \$129,600.00.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

In November of 2020, the City started an IT Infrastructure assessment project that spanned over a 5 month period and concluded with a roadmap of action items needing to be addressed over the next 5 years. One of the largest items found during the assessment was the necessity of expanding the City's current Enterprise Resource Planning (ERP) software to incorporate more departments into the workflow of the software. The current ERP solution was built for the City in 2001 with less technological needs in mind than the City's current state today. During the IT infrastructure assessment, needs were identified to incorporate more departments onto an unifying ERP software and have since found there are too many limiting factors to integrate the departments on the current ERP solution. At the conclusion of the assessment, staff recommended working with a consulting firm with experience in ERP software company selections and implementation. The City went to out to bid for this consulting work and had 6 vendors fully respond. Staff recommends partnering with Plante-Moran based upon their knowledge and history with the City's IT infrastructure assessment as well as their familiarity with the City's current ERP solution HTE/Naviline.

This is an approval for Phase I and II of the project only, which includes but is not limited to, assessing current software, assessing individual department's needs, assessing technical limitations, assistance with writing additional RFPs for the ERP software selection, holding demonstrations of software, and presenting findings to staff and Council. Phase III of this project will be a separate RFP for the ERP software selection and implementation.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

[Res 22-71.Consulting Services_Agreement.Enterprise Resource Planning.Plante Moran.pdf](#)
[PCB22-03 RFP Opening.pdf](#)
[PCB22-03 Scoring Summary.pdf](#)
[Panama City Beach - Plante Moran - ERP Consulting Services - Draft Agreement.pdf](#)

RESOLUTION NO. 22-71

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PLANTE & MORAN, PLLC FOR ENTERPRISE RESOURCE PLANNING CONSULTING SERVICES, IN THE NOT TO EXCEED AMOUNT OF \$129,600.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Plante & Moran, PLLC, relating to the Enterprise Resource Planning Consulting Services, in the not to exceed amount of One Hundred Twenty Nine Thousand, Six Hundred Dollars (\$129,600.00), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, FL 32413
PCB22-03 RFP ERP Consulting Services
12/6/21 2:30 PM


	CONTRACTOR/VENDOR	DATE/ TIME BID RECEIVED	PROPOSERS CERTIFICATION	DRUG-FREE WORKPLACE	PUBLIC ENTITY CRIME STATEMENT	E-VERIFY	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST
1	SoftwareResources LLC	12/3/21 6:15 pm	✓	✓	✓	✓	✓	✓
2	BerryDunn	12/3/2021 2:53 P.M.	✓	✓	✓	✓	✓	✓
3	Information Services Group	12/6/21 11:28 AM	✓	✓	✓	✓	✓	✓
4	Plante & Moran	12/6/21 12:00 pm	✓	✓	✓	✓	✓	✓
5	Avero Advisors	12/6/21 12:36 P.M.	✓	✓	✓	✓	✓	✓
6	Moultrie Lyons Advisory	12/6/21 1:35 pm	✓	✓	✓	✓	✓	✓
7								
8								
9								
10								

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICE

Firm: Soft Resources

Name(Print): Holly White

Name(Signature): 

Date: 12/21/2021


Criteria Element	Points	Score
I. Cost of Services	0-40	40
II. Project Team & Experience with similar systems <i>3 yrs RFP experience last 12 months - lots of muni - not many in FL</i>	0-20	15
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach <i>with timeline reasonable</i>	0-20	17
IV. References and Recommendation from previous clients <i>good but primary w/ other</i>	0-10	8
V. Sample Deliverables <i>Sample Pof</i>	0-10	10 10
TOTAL	100	90 100

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICE

Firm: Berry Dunn

Name(Print): Holly White

Name(Signature): 

Date: 12/21/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	30
II. Project Team & Experience with similar systems <i>LOT OF MUNICIPALITIES LOT OF IN FLORIDA; 26 CENTRAL SO PROJECTS</i>	0-20	18
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach <i>TIMELINE IS NOT REASONABLE</i>	0-20	18
IV. References and Recommendation from previous clients <i>ALL FL CLIENTS</i>	0-10	10
V. Sample Deliverables <i>DON'T SEE ANY</i>	0-10	0
TOTAL	100	76

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICEFirm: ISGName(Print): Holly WhiteName(Signature): Date: 12/21/2021


Criteria Element	Points	Score
I. Cost of Services	0-40	11
II. Project Team & Experience with similar systems <i>NO INDICATION OF PRIOR NAVIGINE MIGRATION; ALL LOCAL ENTITIES - STATES & LARGE CITIES</i>	0-20	15
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach <i>LONG 184R PROPOSED COSTS; CITY TIME EQUIPMENT SEEMS UNREALISTICALLY HIGH; GANTT TIMELINE ALLEGEDLY; LIKE MISSING VARIOUS TABLES</i>	0-20	15
IV. References and Recommendation from previous clients	0-10	8
V. Sample Deliverables ✓	0-10	10
TOTAL	100	59

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICE

Firm: Plante Moran

Name(Print): Holly White

Name(Signature): 

Date: 12/21/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	30
II. Project Team & Experience with similar systems <i>LOTS OF MUNICIPALITIES; LOTS IN FLORIDA; 25 LAKES SQUARE MILEAGE</i>	0-20	18
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach <i>LIKE ? LONG TIME LINE IN MTD</i>	0-20	16
IV. References and Recommendation from previous clients	0-10	8
V. Sample Deliverables	0-10	8
TOTAL	100	80

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICEFirm: AveroName(Print): Holly WhiteName(Signature): Date: 12/21/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	26
II. Project Team & Experience with similar systems	0-20	14
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	13
IV. References and Recommendation from previous clients	0-10	8
V. Sample Deliverables	0-10	10
TOTAL	100	71

*DID NOT PROVIDE VERY
EXTENSIVE LIST, SOME
CITIES NOT MANY IN FL
NO INDICATION OF HTE UNVERIFIED*

*TIMELINE 3 MTD SEEMS WAY TOO AGGRESSIVE
& UNREALISTIC*


GOOD BUT NO FL

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICE

Firm: Moultrie Lyons

Name(Print): Holly White

Name(Signature): 

Date: 12/21/2021


Criteria Element	Points	Score
I. Cost of Services	0-40	24
II. Project Team & Experience with similar systems <i>LITTLE GOVT WORK; NO MUNIS LISTED. NO INDICATION OF THE MIGRATION EXPERIENCE</i>	0-20	5
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach <i>LOTS OF STAFF TIME; AVOIDING 4 MONTHS LONG</i>	0-20	10
IV. References and Recommendation from previous clients <i>DIDN'T SEE ANY</i>	0-10	0
V. Sample Deliverables <i>?</i>	0-10	0
TOTAL	100	39

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICE

Firm: SoftResources, LLC

Name(Print): Jason Pickle

Name(Signature): 

Date: 12/21/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	40
II. Project Team & Experience with similar systems	0-20	15
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	15
IV. References and Recommendation from previous clients	0-10	5
V. Sample Deliverables	0-10	10
TOTAL	100	85

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICEFirm: BerryDunnName(Print): Jason PickeName(Signature): 

Date:

12/21/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	30
II. Project Team & Experience with similar systems	0-20	20
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	15
IV. References and Recommendation from previous clients	0-10	10
V. Sample Deliverables	0-10	0
TOTAL	100	75

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICEFirm: Information Services Group, IncName(Print): Jason PickleName(Signature): 

Date:

12/21/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	11
II. Project Team & Experience with similar systems	0-20	15
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	10
IV. References and Recommendation from previous clients	0-10	10
V. Sample Deliverables	0-10	5
TOTAL	100	51

City of Panama City Beach Florida



RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICE

Firm: Plante & Moran

Name(Print): Jason Pickle

Name(Signature): 

Date: 12/21/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	30
II. Project Team & Experience with similar systems	0-20	15
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	15
IV. References and Recommendation from previous clients	0-10	10
V. Sample Deliverables	0-10	5 
TOTAL	100	75 

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICEFirm: Avero AdvisorsName(Print): Jason PickleName(Signature): 

Date:

12/21/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	26
II. Project Team & Experience with similar systems	0-20	10
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	10
IV. References and Recommendation from previous clients	0-10	5
V. Sample Deliverables	0-10	10
TOTAL	100	61

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICEFirm: Moultrie Lyons AdvisoryName(Print): Jason PicheName(Signature): 

Date:

12/21/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	24
II. Project Team & Experience with similar systems	0-20	5
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	15
IV. References and Recommendation from previous clients	0-10	0
V. Sample Deliverables	0-10	0
TOTAL	100	44

Jason
Notes

- **Soft Resources \$96,400** - including travel
 - 800+ projects, 655+ Clients, unbaised and vendor agnost
 - 26 years originally KPMG, CPA
 - ~~Also experience? detail oriented?~~ cost of most included
 - 24 hours of workshops covered in proposal
 - ~~Services~~ included
 - good references
 - seems to cover all bases for agreed price
 - not much in Parks, Building & Planning, or Utility Billing
 - 440 hours proposed

- **Berry Dunn \$127,000** - including travel
 - 25+ cities in FL
 - 47 years in business
 - diverse group including permitting and community development
 - vast knowledge of departments & module familiarity
 - no sample deliverables
 - 590 hours proposed

- **ISC \$349,340** ... what?
 - late project savings - May? done understand timeline
 - too wordy
 - large City/County/State contracts
 - high level IT & CPA's not very department friendly variety
 - not very engaging sample deliverables

- **Plance Moran \$129,600**
 - Familiarity with the City & State of Florida
 - 40+ years & tons of ERPs analyzed and selected
 - no \$ cuts for prior assessment, reinventing the wheel with IT intrans
 - long leadtime to project, proposal as it stands over 1 year
 - ~~No sample deliverables~~
 - love their presentation setup
 - 540 hours proposed both phases
 - weekly status meetings
 - one week on-site interviews

- Verco Advisors \$148,808

- small team, 15 years of experience so fairly new skill
- good amount of software experience
- No FL based projects
- Page 18 - no line drawings/wireframe details
- very confusing road maps
- project timeline is aligned
- not much outside I.T, Finance, + Utility work

- Moultrie Lyons Advisory \$163,100 ± \$38,500 for add'l mtds.

- no real City/State/County experience
- no one on team has assisted at City level
- good plan on RFP creation
- additional module integration is an oversight
- Sketch timeline - no break down of hours

PCB22-03 RFP Consulting Services

Karen Ellis

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	TOTAL POINTS AVAILABLE	Soft Resources	BerryDunn	Information Services Group	Plante & Moran	Avero Advisors	Moultrie Lyons Advisory
Cost of Services	40	40	30	11	30	26	24
Project Team & Experience with similar systems	20	10	15	5	20	10	5
Quality of Project Approach, methodology, timeline. Demonstrated problematic approach	20	10	15	10	20	15	10
References and Recommendation from previous clients	10	3	7	3	10	5	3
Sample Deliverables	10	5	2	4	10	8	5
	100	68	75	33	90	64	47

Handwritten notes: 2, 3, 75, 69, 48, 45

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICE

Firm: Soft Resources

Name(Print): Karen Ellis

Name(Signature): 

Date: 12/16/2021


Criteria Element	Points	Score
I. Cost of Services	0-40	40
II. Project Team & Experience with similar systems	0-20	10
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	10
IV. References and Recommendation from previous clients	0-10	3
V. Sample Deliverables	0-10	5
TOTAL	100	68

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICE

Firm: Berry Dunn

Name(Print): Karen Ellis

Name(Signature): 

Date: 12/16/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	30
II. Project Team & Experience with similar systems	0-20	15
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	15
IV. References and Recommendation from previous clients	0-10	7
V. Sample Deliverables	0-10	8 2
TOTAL	100	75 69

KE

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICEFirm: ISGName(Print): Karen EllisName(Signature): Date: 12/16/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	11
II. Project Team & Experience with similar systems	0-20	5
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	10
IV. References and Recommendation from previous clients	0-10	3
V. Sample Deliverables	0-10	4
TOTAL	100	33

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICEFirm: Plante MoranName(Print): Karen EllisName(Signature): Date: 12/16/2021


Criteria Element	Points	Score
I. Cost of Services	0-40	30
II. Project Team & Experience with similar systems	0-20	20
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	20
IV. References and Recommendation from previous clients	0-10	10
V. Sample Deliverables	0-10	10
TOTAL	100	90

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICE

Firm: Avero

Name(Print): Karen Ellis

Name(Signature): 

Date: 12/16/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	26
II. Project Team & Experience with similar systems	0-20	10
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	15
IV. References and Recommendation from previous clients	0-10	5
V. Sample Deliverables	0-10	8
TOTAL	100	64

City of Panama City Beach Florida

RFQ# and Title: PCB22-03 RFP ERP CONSULTING SERVICEFirm: Moultrie LyonsName(Print): Karen EllisName(Signature): Date: 12/16/2021

Criteria Element	Points	Score
I. Cost of Services	0-40	24
II. Project Team & Experience with similar systems	0-20	5
III. Quality of Projects Approach, Methodology & Proposed Timeline. Demonstrated Problematic Approach	0-20	10
IV. References and Recommendation from previous clients	0-10	3
V. Sample Deliverables	0-10	3
TOTAL	100	47/45

UE

ENGAGEMENT AGREEMENT

This agreement is made between Plante & Moran, PLLC (PM), 3000 Town Center, Suite 100, Southfield, MI 48075 and City of Panama City Beach, Florida (“CITY”), 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

Scope of Services

This Agreement and the accompanying Professional Services Agreement, which is hereby incorporated as part of this Agreement, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC (PM) will provide to CITY.

This Agreement also incorporates by reference the Plante Moran Proposal to provide ERP System Consulting Services to CITY dated December 6, 2021.

Fees and Payment Terms

The fees to provide the requested services shall not exceed a total of \$129,600 except as provided in the Professional Services Agreement. PM will issue invoices periodically, but no more often than one time per month, and are due within (30) days of receipt.

Agreed and Accepted

We accept this Agreement and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Panama City Beach, Florida and Plante & Moran, PLLC with respect to the services specified in the “Project Description and Approach” section of this engagement agreement. This Agreement may be amended by written agreement between Plante & Moran, PLLC and City of Panama City Beach, Florida.

City of Panama City Beach, FL

Mr. Drew R. Whitman
City Manager

Date

Plante & Moran, PLLC

Mr. E. Scott Eiler
Partner

Date

Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Agreement

This Professional Services Agreement is part of the engagement letter dated January 14, 2022 between Plante & Moran, PLLC (referred to herein as “PM”) and City of Panama City Beach, FL (referred to herein as “the City”).

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, the City acknowledges that the City is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. the City has designated Mr. Jason Pickle, IT Manager, to oversee the services PM will provide.

The City represents and warrants that any and all information that it transmits to Plante Moran will be done so in full compliance with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, "Data Privacy Laws"). The City shall not disclose personal data of data subjects who are entitled to certain rights and protections afforded by applicable federal, state, and foreign privacy and data protection laws ("Personal Data") to PM without prior notification to PM. The City shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

2. **Nature of Services** – PM's project activities will be based on information and records provided to PM by the City. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any the City financial statements or any other items, including the City's internal controls. Additionally, this engagement will not include preparation or review of any tax returns or consulting regarding tax matters. If the City requires financial statements or other financial information for third-party use, or if the City requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, the City agrees not to associate or make reference to PM in connection with any financial statements or other financial information of the City. In addition, PM's engagement is not designed and cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

3. **Vendor Selection** – Unless expressly agreed to in writing by Plante Moran, Plante Moran does not conduct independent due diligence activities regarding potential vendors that may respond or have responded to the City's request for proposals. Plante Moran's role relative to due diligence activities is limited to assisting the City develop and/or follow a process by which the City participates in due diligence activities that are designed to evaluate vendors and solutions against the City's decision criteria. Plante Moran's assistance in this regard is designed to help the City execute a selection methodology that is consistently and fairly applied to all vendors involved in the bid process. It is the City's responsibility to assess, evaluate, and weigh the results of the due diligence activities the City conducts, and the City is ultimately responsible for making and accepting responsibility for the decision it makes relative to vendor and solution selection.

4. **Use of Report** – During the course of PM's project activities, PM will provide the City with a written report as described in the Project Description and Approach section of Plante Moran's proposal. Except as provided herein, PM's report will be restricted solely to use by management of the City and the City agrees that PM's report will not be distributed to any outside parties for any purpose other than to carry out legal responsibilities of the City. PM will have no responsibility to update PM's report for any events or circumstances that occur or become known subsequent to the date of that report.

5. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees to provide interactive analyses or visualization tools (collectively, "Electronic Documents") to the City, such Electronic Documents will be provided in a format determined to be acceptable to both parties. the City acknowledges and agrees that the City's ability to access such Electronic Documents may require software programs that PM does not develop, license, or support, and the City shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by the City.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the project deliverables and are to be used only as expressly described in and authorized by the project deliverables. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the project deliverables. Further, the City acknowledges that the City is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electric Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding project deliverables.

The City acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for the City and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, "PM Intellectual Property"). the City agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying agreement), PM grants to the City a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. the City agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property.

Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the project deliverables.

If and to the extent PM shares information obtained from third-party data sources with the City, the City agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

6. Confidentiality, Ownership, and Retention of Workpapers

During the course of this engagement, PM and PM staff may have access to proprietary information of the City, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the City. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use, and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of the City.

In the interest of facilitating PM's services to the City, PM may communicate or exchange data by internet, email, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, the City recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both the City and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the City in a timely manner of such request and to cooperate with the City should the City attempt, at the City's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to the City as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the City's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. the City acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

7. PUBLIC RECORDS:

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that PM is acting on behalf of City as provided under Section 119.011(2), PM agrees to also comply with that law, specifically including to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

- B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the City with a copy of the requested records.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF PM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FMLA SOURCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850.233.5100, lfasone@pcb.gov, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

- 8. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist PM with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for the City. In order to enable these third-party service providers to assist PM in this capacity, the City, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of the City's information, including tax return information, to such third-party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. The City's consent shall be continuing until the services provided for this engagement agreement are completed.
- 9. **Third-Party Data** – PM may reference third-party data sources in performing the services described in the agreement. Third-party data may include publicly available data, commercially available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts, and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. The City acknowledges that any commercially available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying agreement, PM makes no representation or warranty that the City will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with the City, the City agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This agreement does not convey to the City a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent the City from directly contracting with or obtaining a license from any third-party data source if the City determines, in its sole discretion, that any such direct contract or license to be in its best interest.
- 10. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on the City personnel providing PM staff the assistance necessary to satisfy the City responsibilities under the scope of services. This assistance includes availability and cooperation of those the City personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, PM shall request in writing an adjustment to the Fee Quotes (a "Fee Adjustment") as soon as practicable to make the City aware of the undisclosed or unforeseeable facts which have caused the need for the Fee Adjustment. Any Fee Adjustment request shall disclose the nature of the request, the amount of the requested Fee Adjustment, and any corresponding adjustment in the time for completion of the services provided herein. At no point shall PM exceed the total amount of the Fee Quotes without prior written authorization by the City Manager.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted in accordance with this section.

- 11. **Payment Terms** – PM's invoices for professional services are due within thirty (30) days of receipt unless otherwise specified in the agreement. In the event any of PM's invoices are not paid in accordance with the terms of this agreement,

PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work or issuance of PM's consulting report upon resumption of PM's work. The City agrees that in the event that work is suspended, for non payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

12. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. The City acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
13. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
14. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third-party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever is limited so that the total aggregate liability of the PM and/or the PM Persons with respect to and arising out of the services provided hereunder shall not exceed the total fees paid to PM for the services provided in connection with this engagement agreement. It is agreed that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the nature, scope, and limitations of the services PM is to provide, and the fees PM is to receive under this engagement. In no event shall the PM, the City, or the PM Persons be liable, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. The exclusion of certain damages as set forth in this Section apply to any and all liabilities or causes of action against PM and/or the PM Persons, however alleged or arising, unless and to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identified multiple phases of services, the total aggregate liability of PM shall be limited to no more than the total amount of fees received by PM for the particular phase of services alleged to have given rise to any such liability.

15. **Conditions of PM Visit to City Facilities** – the City agrees that PM's services will be provided remotely to the maximum extent possible. In order to facilitate the provision of services remotely, the City agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to the City's facility are determined by PM based upon the agreement of both parties to be necessary for the performance of the engaged services, the City agrees, as a pre-condition to any such in-person visit, to provide to PM for PM's evaluation the City's policies and procedures that the City has implemented and will adhere to relating to workplace safety and the prevention of the transmission of disease at its facility. In addition, the City affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to the City's facility. The City further affirms that it is in compliance and shall continue to comply with all other applicable laws, regulations, or executive orders relating to COVID-19 and the prevention of the spread thereof (collectively, "COVID-19 laws") and agrees that it shall continue to comply with COVID-19 Laws throughout any in-person visits by PM to the City's facility. Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to the City's facility or impose further conditions on any such in-person visit if and as PM deems necessary at its sole discretion. the City agrees and acknowledges that any determination by PM to visit the City's facility is not and shall not be construed to be or relied on by the City as a determination by PM of the City's compliance with Applicable Preventative Guidance or any COVID-19 laws.
16. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving the City but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, the City agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
17. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. the City will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.

18. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
19. **Entire Agreement** – This engagement agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
20. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
21. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent PM's acceptance of this engagement. No such conflicts have been identified. The City understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of the City.
22. **Agreement Not to Influence** – the City and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual agreement with it, during this engagement or for a period of one year after termination of the engagement. The City agrees that PM employees are not "contract for hire". PM may release the City from these restrictions if the City agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for PM employee.
23. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on the agreement transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
24. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Florida, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Florida.

End of Professional Services Agreement – Consulting Services



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Cheryl Joyner, Parks & Recreation

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends approval to enter into agreements for mowing and landscape maintenance with the lowest per location/site bidder. Bids were received from eight companies. The lowest bids were from Rotolo Consultants and Grasscutters Lawn and Landscape.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Parks and Recreation Department received bids from eight companies for annual Mowing and Landscape Maintenance on multiple properties.

Rotolo Consultants was the lowest bidder for:

Maggi Still Park -\$4033.53; Popeye Park & Island - \$5,133.41

Grasscutters Lawn and Landscape was the lowest bidder for:

Scott Field Park-\$7,800.00; Lullwater Park/lot across street \$7,800.00;

Lyndell Conference Center Facilities & Library Complex- \$16,848.00

Staff proposes awarding two contracts to the lowest bidder. Each contract shall be for one year with an option to renew for two additional one (1) year terms.

Because an employee of Rotolo sits on the City's Financial Advisory Committee, staff also requests the Council waive any conflict of interest created by that employee's participation on that Committee and the City's entrance of a contract with her employer. Section 112.313, FS prohibits a public officer (which this advisory board member is considered under Florida Statutes to be) from doing business with its agency or from maintaining conflicting employment or contractual relationships. But this section also allows that these conflicts may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship prior to the waiver, and an affirmative vote in favor of the waiver by a two-thirds vote of that body. For reference, the Council considered and approved a waiver for this same advisory board member in August 2020 when it considered the award of the 2020-2021 City Parks Mowing and Landscaping Maintenance contract to Rotolo.

[Res 22-72.Mowing and Landscape Maintenance.pdf](#)

[Grasscutters.PDF](#)

[PCB22-15 ITB PCB Mowing and Landscape Maintenance - Final Submittal - RCI.pdf](#)

[Mowing and landscape maint agreement.pdf](#)

RESOLUTION 22-72

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH ROTOLO CONSULTANTS, INC. AND GRASSCUTTERS LAWN AND LANDSCAPING OF PC, INC. FOR THE MOWING AND LANDSCAPE MAINTENANCE ON CITY PROPERTIES IN THE AMOUNTS AS SET FORTH IN THE BODY OF THE RESOLUTION.

BE IT RESOLVED that:

1. The conflict of interest set forth in Sections 112.313(3) and (7), Florida Statute, as exists by virtue of the employment of Financial Advisory Board member Katy Hewitt by Rotolo Consultants, Inc., is hereby waived pursuant to Section 112.313(12), Florida Statutes.

2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Rotolo Consultants, Inc. relating to the mowing and landscape maintenance for Maggi Still Park and Popeye Park in the total amount of Nine Thousand, One Hundred Sixty-Six Dollars and Ninety Four cents (\$9,166.94),, in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval; and

3. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Grasscutters Lawn and Landscaping of PC, Inc. relating to the mowing and landscape maintenance for Scott Field Park, Lullwater Park, the Lyndell Conference Center, and the Panama City Beach Library Complex in the total amount of Thirty-Two Thousand, Four Hundred Forty-Eight dollars (\$32,448), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2022.

CITY OF PANAMA CITY BEACH

By: _____

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

BID PROPOSAL FORM (Revised 12/13/21)

TO: City of Panama City Beach, Florida SUBMITTED: Dec 22, 2021.

PCB22-15 ITB

PCB Mowing and Landscape Maintenance

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions **pertaining to the Bid Specifications.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** to receive a lump sum price for the Mowing and Maintenance of the City Parks as described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

	Total Cost per Month	Total for the Year
<i>Maggi Still Park</i>	520.	6240.
<i>Scott Field Park</i>	650.	7800.
<i>Lullwater Park & Lot across street</i>	650.	7800.
<i>Popeye Park & Island</i>	650.	7800.
<i>Lyndell Conference Center Facilities and Library Complex</i>	1404.	16,848.

***The City reserves the right to award to one or more contractors.**

BIDDER:

Grass Cutters Lawn & Landscaping of Inc Roberta Lawrence
Name of Business Name of Bidder

7520 Nautical Ct Panama City FL 32409 850 230-0575
Address Phone Number

Grasscutters0575@aol.com Dec. 22, 2021
Email Address Date

Roberta Lawrence
BIDDER SIGNATURE

[END OF BID PROPOSAL FORM]

REFERENCES

BIDDER: Grass Cutters Lawn & Landscaping of FL Inc
CONTACT: Roberta Lawrence SIGNATURE: Roberta Lawrence
PHONE: 850-230-0575 EMAIL: grasscutters0575@aol.com
ADDRESS: 7520 Nautical Ct Panama City FL 32409

BIDDERS References:

Please include three references with which the Contractor has completed similar scope of work and size in the past three years. List name of owner, contact person, address, email and phone number.

BIDDER submits the following three (3) professional references.

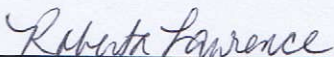
1. Client: Capt Andersons Restaurant Contact: Alco Patronis
Job Name: Capt Andersons Phone: 850 234-2226
Job Start Date: 2003 Job Completion Date: _____ Email: _____
Services Provided: Providing lawn services since 2003 to current
2. Client: Lakeridge Plarison Assoc Contact: Don Evans
Job Name: Lakeridge HOA Phone: 850 814-2298
Job Start Date: 2006 Job Completion Date: 2021 Email: _____
Services provided: Provided lawn services/personal since 2006
3. Client: Marin HOA Contact: Charles Hunter
Job Name: Marin HOA Phone: 850-624-8115
Job Start Date: 2016 Job Completion Date: 2021 Email: _____
Services provided: Provided lawn services/personal since 2016

DRUG FREE WORKPLACE
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED
WITH THE BID

1. This sworn statement is submitted to City of Panama City Beach

by Roberta Lawrence

For Grass Cutters Lawn & Landscaping of PC Inc

Whose business address is

7520 Nautical Ct

Panama City Fl 32409

and (if applicable) its Federal Employer Identification Number (FEIN) is

59-3486010

(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g),
Florida Statutes, means a violation of any state or federal law by a person with respect
to and directly related to the transaction of business with any public entity or with an
agency or political subdivision of any other state or with the United States, including,
but not limited to, any bid, proposal, reply, or contract for goods or services, any lease
for real property, or any contract for the construction or repair of a public building or
public work, involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication of guilt, in any federal or state trial court of record relating
to charges brought by indictment or information after July 1, 1989, as a result of a
jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:

- (a.) A predecessor or successor of a person convicted of a public entity crime, or
- (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that

it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

By: Roberta Lawrence

Print name: Roberta Lawrence

Its: GrassCutters Lawn Landscaping R. Inc

Sworn to and subscribed before me this 14th day of December, 2021.

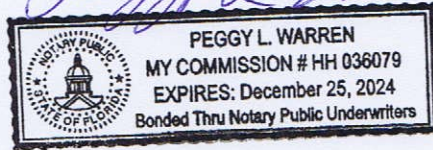
Personally known OR Produced identification

Notary Public- State of FL

My commission expires 12/25/24

Peggy L Warren
[printed, typed, or stamped
Commissioned Name of Notary Public]

Peggy L Warren



[END OF PUBLIC ENTITY CRIMES]

CITY OF PANAMA CITY BEACH

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF FL

COUNTY OF BAY

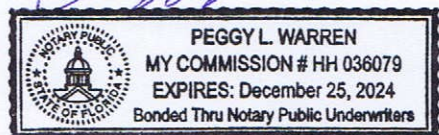
Roberta Lawrence
Authorized Signature

Roberta Lawrence
Printed Name

V. Pres
Title

Grass Cutter Lawn & Landscaping of PC Inc
Name of Entity/Corporation

Peggy L Warren

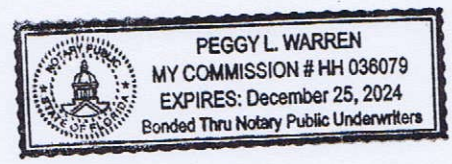


The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this 14th day of December, 2021, by Roberta Lawrence (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Peggy L Warren
Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Peggy L Warren
Printed Name



[END OF E-VERIFY FORM]

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: GrassCutters Lawn & Landscaping of PC Inc.

SIGNATURE: Roberta Lawrence

NAME: Roberta Lawrence

TITLE: V. Pres

DATE: Dec. 22, 2021

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF Bay)

Roberta Lawrence being, first duly sworn, deposes and says that he is V. Pres of GrassCutters Lawn & Landscaping of PC Inc, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Roberta Lawrence
Affiant

Sworn to and subscribed before me this 14th day of December, 2021.

Peggy L Warren
Notary Public



PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE



**INVITATION TO BID
PCB22-15 ITB
PCB MOWING AND LANDSCAPE MAINTENANCE**

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

December 3, 2021

BID PROPOSAL FORM (Revised 12/13/21)TO: City of Panama City Beach, Florida SUBMITTED: December 22nd, **2021.****PCB22-15 ITB****PCB Mowing and Landscape Maintenance**

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions **pertaining to the Bid Specifications.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** to receive a lump sum price for the Mowing and Maintenance of the City Parks as described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

	Total Cost per Month	Total for the Year
<i>Maggi Still Park</i>	\$ 336.13	\$ 4,033.53
<i>Scott Field Park</i>	\$ 825.86	\$ 9,910.28
<i>Lullwater Park & Lot across street</i>	\$ 657.83	\$ 7,894.00
<i>Popeye Park & Island</i>	\$ 427.78	\$ 5,133.41
<i>Lyndell Conference Center Facilities and Library Complex</i>	\$ 2,362.32	\$ 28,347.83

***The City reserves the right to award to one or more contractors.**

BIDDER:

Rotolo Consultants, Inc.
Name of Business

Keith Rotolo
Name of Bidder

104 Estes Place, Suite B, Panama City Beach, FL 32413
Address

(985) 643-2427
Phone Number

maintenance@rotoloconsultants.com
Email Address

12/22/21
Date

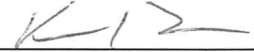

BIDDER SIGNATURE

[END OF BID PROPOSAL FORM]

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

REFERENCES

BIDDER: Rotolo Consultants, Inc.

CONTACT: Keith Rotolo SIGNATURE: 

PHONE: (985) 643-2427 EMAIL: maintenance@rotoloconsultants.com

ADDRESS: 104 Estes Place, Suite B, Panama City Beach, FL 32413

BIDDERS References:

Please include three references with which the Contractor has completed similar scope of work and size in the past three years. List name of owner, contact person, address, email and phone number.

BIDDER submits the following three (3) professional references.

1. Client: Pier Park - CDD & Simon Contact: Martin Horak

Job Name: Pier Parl - CDD, Simon & West Phone: (850) 236-9974

Job Start Date: 2/20 Job Completion Date: N/A Email: MHorak@simon.com

Services Provided: Mowing, bed detail, chemicals, mulching, annual color, irrigation, etc.

2. Client: City of Panama City Beach Contact: Wyatt Rothwell

Landscape Maintenance Services - City Main
Job Name: Campus FY2020 Phone: (850) 233-5100 x 2421

Job Start Date: 1/20 Job Completion Date: N/A Email: wrothwell@pcb.gov.com

Services provided: Mowing, bed detail, chemicals, mulching, annual color, irrigation, palm pruning, etc.

3. Client: Grand Boulevard - The Howard Group Contact: William "Bill" Bubel

Job Name: Gand Boulevard Phone: (850) 837-1886 x 219

Job Start Date: 5/14 Job Completion Date: N/A Email: bill@howardgrp.com

Services provided: Mowing, bed detail, chemicals, mulching, annual color, irrigation, palm pruning, etc.

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

DRUG FREE WORKPLACE

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED
WITH THE BID

1. This sworn statement is submitted to The City of Panama City Beach

by Keith Rotolo

For Rotolo Consultants, Inc.

Whose business address is

38001 Brownsvillage Road, Slidell, LA 70460

and (if applicable) its Federal Employer Identification Number (FEIN) is

72-1285520

(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): N/A

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g),
Florida Statutes, means a violation of any state or federal law by a person with respect
to and directly related to the transaction of business with any public entity or with an
agency or political subdivision of any other state or with the United States, including,
but not limited to, any bid, proposal, reply, or contract for goods or services, any lease
for real property, or any contract for the construction or repair of a public building or
public work, involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication of guilt, in any federal or state trial court of record relating
to charges brought by indictment or information after July 1, 1989, as a result of a
jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:

- (a.) A predecessor or successor of a person convicted of a public entity crime, or
- (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

 X Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

 The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

 The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

By: Keith Rotolo

Print name: Keith Rotolo

Its: President & CEO

Sworn to and subscribed before me this 17th day of December, 2021.

Personally known _____ OR Produced identification LA Driver License

Notary Public- State of Louisiana

My commission expires with life

Crystal Gravois

[printed, typed, or stamped
Commissioned Name of Notary Public]

Crystal Gravois
with life 066725



[END OF PUBLIC ENTITY CRIMES]

CITY OF PANAMA CITY BEACH
E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF LA

COUNTY OF ST. TAMMANY



Authorized Signature

Keith Rotolo
Printed Name

President & CEO
Title

Rotolo Consultants, Inc.
Name of Entity/Corporation

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this 17th day of Dec, 2021, by Keith Rotolo (name of person whose signature is being notarized) as the CEO (title) of RCI (Rotolo Consultants Inc) (name of corporation/entity), personally known _____, or produced LA Drivers License (type of identification) as identification, and who did/did not take an oath.

[Signature]

 Notary Public

My Commission Expires: With Life
 NOTARY SEAL ABOVE

Crystal Gravois

 Printed Name
066725



[END OF E-VERIFY FORM]

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

NON-COLLUSION AFFIDAVIT

STATE OF ~~FLORIDA~~ Louisiana)

COUNTY OF St. Tammanay)
Parish

Keith Rotolo being, first duly sworn, deposes and says that he is President & CEO of Rotolo Consultants, Inc.

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

[Signature]
Affiant

Sworn to and subscribed before me this 17th day of December, 2021.

[Signature]
Notary Public



PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: Rotolo Consultants, Inc.

SIGNATURE: 

NAME: Keith Rotolo

TITLE: President & CEO

DATE: 12/22/21

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.



CITY OF PANAMA CITY BEACH

December 13, 2021

ADDENDUM NO. 1

PCB22-15 ITB

PCB Mowing and Landscape Maintenance

Questions and Revisions

There was non-mandatory Pre-Bid meeting on Thursday, December 9, 2021 at 2:00 PM (CST). During the meeting there were questions asked and answered. The following clarifications are a result of the questions asked.

CLARIFICATIONS:

- The City will provide any chemicals for the grass, weeds and shrubs. The contractor is responsible for communicating any troubled or diseased areas of grass, trees or shrubs.
- The City will provide dirt for any ground areas that have a divots. The contractor will be responsible for spreading the dirt and filling in the area.
- The contractor is responsible for areas up to the water where lakes or ponds are present.
- The grounds around the building (Oatfield Center) adjacent to the Lyndell Center is included in the scope of work.
- The contractor is responsible for keeping all of the sandy play areas at any park clean of debris and trash.

REVISIONS:

- The Bid opening date is changed from December 21, 2021 at 1:00 PM (CST) to December 22, 2021 at 1:00 PM (CST).
- The Bid form has been revised (see attached) to combine Library Complex and the Lyndell Conference Center.

BID PROPOSAL FORM (Revised 12/13/21)

TO: City of Panama City Beach, Florida SUBMITTED: _____, **2021.**

PCB22-15 ITB

PCB Mowing and Landscape Maintenance

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions **pertaining to the Bid Specifications.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** to receive a lump sum price for the Mowing and Maintenance of the City Parks as described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

	Total Cost per Month	Total for the Year
<i>Maggi Still Park</i>		
<i>Scott Field Park</i>		
<i>Lullwater Park & Lot across street</i>		
<i>Popeye Park & Island</i>		
<i>Lyndell Conference Center Facilities and Library Complex</i>		

***The City reserves the right to award to one or more contractors.**

BIDDER:

Name of Business

Name of Bidder

Address

Phone Number

Email Address

Date

BIDDER SIGNATURE

[END OF BID PROPOSAL FORM]



CITY OF PANAMA CITY BEACH

December 16, 2021

ADDENDUM NO. 2

PCB22-15 ITB

PCB Mowing and Landscape Maintenance

Questions and Revisions

1. On page 12 it is stated that the contract will include "garbage retrieval". Will this include any emptying and replacing of garbage cans and bags or only garbage in landscaped areas? **Only garbage in landscaped and playground areas.**
2. It was mentioned at the pre-bid and also in the specifications that there does not need to be any chemical spray applications on any of these properties in connection to this bid. Does this include crack & crevice spraying and spot spraying of weeds in landscape beds as well? **The City will provide chemicals for the contractor to spray in cracks & crevices, flowerbeds and spot weed spraying in landscaped rock areas, but no chemical applications shall be performed to the turf.**
3. Can the total number of irrigation clocks/controllers and individual zone counts be provided for each location specifically? **Irrigation is not part of the contract. The contractor shall use precaution when mowing or weedeating and avoid tampering with the sprinkler system at all times. The contractor shall immediately notify the City of any problems or issues with the sprinkler system.**
4. Maintenance at each location is described as "year-round" and also as "weekly" on page 12. Can you confirm that there should be 52 service visits included for each location per year? If not 52, how many total visits should we bid? **The contract requires 52 service visits for each location per year.**
5. On page 18 and at the pre-bid meeting, the question was asked regarding the note stating that "* The City reserves the right to award to one or more contractors." and whether or not the City's intentions were to award each location to the lowest bidder on a per location basis or on a total bid basis. Please confirm whether locations will be awarded separately to the lowest and responsive bidder or if the bid will be awarded on total costs for all locations to the lowest and responsive bidder. **The service locations will be awarded separately to the lowest responsive and responsible bidder.**

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

PCB22-15 ITB
PCB Mowing and Landscape Maintenance

THIS PANAMA CITY BEACH MOWING AND LANDSCAPE MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____ (Contractor).

PREMISES**2. SCOPE OF SERVICES**

Contractor will provide Mowing and Landscape Maintenance for the City of Panama City Beach Parks and Recreation Department as detailed in the bid # **PCB22-15 ITB PCB Mowing and Landscape Maintenance**.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

3. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Bid prices submitted on PCB22-15 ITB PCB Mowing and Landscape Maintenance Bid Form. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the per property price contained in the Contractors cost proposal.

4. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice by billing the City for the amount of property satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each calendar month.

5. TERM

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of one (1) year. The Agreement may be extended for two, one-year periods, upon the written agreement of the parties.

6. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

8. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

9. TIME

Time is of the essence in this Agreement.

10. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within twenty-four (24) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

11. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

12. ASSIGNMENT

This Agreement is not assignable.

13. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

15. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-233-5100

As to Contractor:

Contract Representative: _____

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

Title/Position: _____

Email address: _____

Mailing address: _____

Phone/Cell: _____**17. AGREEMENT**

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

GENERAL CONDITIONS

SCOPE OF WORK

BID PROPOSAL FORM

REFERENCES

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON
PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS

PUBLIC ENTITY CRIMES STATEMENT

NON-COLLUSION AFFIDAVIT

E-VERIFY

NOTICE OF AWARD

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

AGREEMENT

EXHIBIT A

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

[Remainder of this page is intentionally left blank]

PCB22-15 ITB PCB MOWING AND LANDSCAPE MAINTENANCE

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 _____

(Print Name): _____ By: _____

Witness 2 _____

(Print Name): _____

ATTEST:

**THE CITY OF PANAMA
CITYBEACH, FLORIDA,**
a municipal corporation

City Clerk

By: _____
Drew Whitman , City Manager



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Cheryl Joyner, Parks & Recreation

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends approval to enter into an agreement with Southeastern Turf Grass for turf chemical services for \$97,619.60

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Parks and Recreation Department received a bid from one company, Southeastern Turf Grass, for contract pricing on Turf Chemical Services in the amount of \$97,619.60.
 Soil aeration and compaction-\$53,250.00
 Rye grass seed application-\$2,490.00
 Oxidiazon chemical- \$21,712.00
 Oxidiazon application- \$8,950.00
 Fipronil chemical & application-\$11,217.60

[Res 22-73.Turf Chemicals and Application.Southeastern Turf.pdf](#)
[Bid Form.PDF](#)
[PCB22-18 Bid Tabulation Sheet.pdf](#)
[Southeastern Turf bid form.PDF](#)
[turf chemical and application services agreement.pdf](#)

RESOLUTION NO. 22-73

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN TURF GRASS SUPPLY, INC. FOR THE PURCHASE AND APPLICATION OF TURF CHEMICALS FOR THE PARKS AND RECREATION DEPARTMENT IN THE TOTAL AMOUNT OF \$97,619.60.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Southeastern Turf Grass Supply, Inc., relating to the purchase and application of turf chemicals for the Parks and Recreation Department, in the total amount of Ninety Seven Thousand, Six Hundred Nineteen Dollars and Sixty Cents (\$97,619.60), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

PCB22-18 ITB Turf Chemical Application Services

BID FORM

Page 2 of 2

BID AMOUNTS

SERVICE	DESCRIPTION	COST PER SERVICE OR PRODUCT	NO. OF EVENTS PER YEAR	TOTAL COST
Soil Aeration and Compaction	Application to All Fields (approx. 72 acres)	\$ 17,750 ⁰⁰	3	\$ 53,250 ⁰⁰
PRG Seed (4000 pounds)	Application of PRG Seed (Seeds supplied by City)	\$ 2,490 ⁰⁰	1	\$ 2,490 ⁰⁰
Oxadiazon 2G Pre-Emergent Treatment	Chemical Product (72 acres)	\$ 10,856 ⁰⁰	2	\$ 21,712 ⁰⁰
	Application to All Fields (approx. 72 acres)	\$ 4,475 ⁰⁰	2	\$ 8,950 ⁰⁰
Fipronil 0.1G Insecticide Treatment	Chemical Product (72 acres)	\$ 11,217 ⁶⁰	1	\$ —
	Application to All Fields (approx. 72 acres)	* / SOLD AS A SYSTEM	1	\$ 11,217 ⁶⁰

***NOTE: QUANTITIES OF PRODUCTS ARE ESTIMATES, ACTUAL QUANTITIES MAY VARY. FREQUENCY OF EVENTS ARE BASED ON AN AVERAGE YEAR.**

* Fipronil is priced and sold as a system with material & labor



CITY OF PANAMA CITY BEACH
 17007 Panama City Beach Parkway, Panama City Beach, FL 32413
 PCB22-18 - Parks and Recreation Turf Chemical Services
 12/22/2021

1:30 PM

TOTAL ANNUAL COST							REFERENCES	PUBLIC ENTITY CRIMES STATEMENT	DRUG-FREE WORKPLACE	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	E-VERIFY
CONTRACTOR/VENDOR	SOIL AERATION AND COMPACTION	PRG SEED - APPLICATION	OXADIAZON - CHEMICAL	OXADIAZON APPLICATION	FIPRONIL - CHEMICAL	FIPRONIL APPLICATION						
1 Southeastern Turf Grass	53,250. ⁰⁰	2,490. ⁰⁰	21,712. ⁰⁰	8,950. ⁰⁰		11,217.60	✓	✓	✓	✓	✓	✓
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												

SECTION IV

REQUIRED DOCUMENTS

BID FORM

Page 1 of 2

This proposal of SOUTHEASTERN TURF GRASS SUPPLY, INC., hereinafter called "BIDDER," organized and existing under the laws of the State of FLORIDA doing business as SOUTHEASTERN TURF GRASS SUPPLY, INC. A CORPORATION (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform the work on which the Bidder bids for **PCB22-18 ITB Turf Chemical Application Services**, as detailed in this solicitation for the amounts shown herein.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Basis of Award: The contract(s) will be awarded by group(s) to the lowest responsive and responsible Bidder. **All invoices will require itemized billing per service.**

Submitted By: SOUTHEASTERN TURF GRASS SUPPLY, INC.
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: DONATHAN WICKER AS President
Name of Individual Who Prepared This Bid

Address: 6942 Phillips Pky. Dr. N.
JACKSONVILLE, FL 32256

Phone: 904-260-8565

[Signature] AS President 12/2/2021
Signature of Authorized Representative of Firm/Contractor Date

SEAL: (If Bid is by Corporation)

3. Bidders shall be fully responsible for the administration and maintenance of all employment and payroll requirements.
4. Bidders shall include copies of all applicable certifications and licenses for each person who may be assigned to work under this agreement.
5. Bids shall be on the basis of unit price per service or product. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the Bid. No allowance will be made to any Bidder because of a claimed lack of examination or knowledge. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination.

WARRANTIES

The products specified herein shall be covered by a warranty. Submit a copy of the warranty with the bid. Indicate in offer if warranties commence with the purchase date, delivery date or the date of manufacturer. Include any information on a delayed warranty procedure to cover the interval between time of delivery of the complete solution and the actual date that the product is placed in service by the City.

TURF CHEMICALS AND APPLICATION SERVICES

AGREEMENT

THIS SERVICES AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____ (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide select Turf Chemical Application Services for 72 acres of parkland and sports fields, as more particularly described in the Scope of Work and as specially defined on the bid form submitted from the Contractor..

2. COMPENSATION

As compensation for the goods and/or services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the not to exceed unit prices submitted on **PCB22-18 ITB Turf Chemicals and Application Services**.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each applicable calendar month in which services and/or product is provided, except February where it shall be the 28th. The Contractor shall submit an itemized invoice by product and/or service type to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each applicable calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall be for one (1) year with two (2), one-year optional renewal for a total of three (3) years upon mutual written agreement of both parties.

TERMINATION OF CONTRACT

- A. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Bidder's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or

conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

- B. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

5. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. WARRANTY

The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition

to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

7. INSURANCE AND INDEMNIFICATION

- A. Contractor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:
- 6) Workers Compensation and Employer's Liability Insurance Coverage. Limits of coverage shall not be less than \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease aggregate.
 - 7) Commercial General Liability. Coverage shall include bodily injury; property damage and personal injury liability and limits of coverage shall not be less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate.
 - 8) Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than \$1,000,000 combined single limit for each accident.
 - 9) Excess or Umbrella Liability Coverage. Coverage shall not be less than \$1,000,000 each occurrence and aggregate.
 - 10) Pollution Liability Insurance: Contractor/Sub-Contractor/Vendor shall secure and maintain from the effective date of the Contract/Purchase Order until the end of the applicable warranty period the minimum Pollution Liability Insurance coverage and limits required by this Exhibit. The policy shall be submitted to the City for review and approval before commencement of the scope or work. Failure of the City to identify deficiencies in the Pollution Liability Insurance provided by Contractor/Sub-Contractor/Vendor shall not relieve Contractor/Sub-Contractor/Vendor from any obligations.

Minimum limits are: Including Cleanup Cost

\$5,000,000 per occurrence or claim

\$5,000,000 policy aggregate.

The coverage shall be as follows: Contractor/Sub-Contractor/Vendor shall provide Pollution Liability Insurance covering all asbestos, lead, and any other pollution operations. If the policy contains a general aggregate, this aggregate must apply on a per-project basis and shall be evidenced on Contractor/Sub-Contractor/Vendor's Certificate of Insurance.

The limits shall not be subject to reduction as to the Contractor/Buyer or Owner because of any claim asserted against the Contractor/Sub-Contractor/Vendor other than in connection with the Scope. The policy must read "to pay on behalf of"(instead of indemnify).

In addition, the following coverages must be included: (1) Completed Operations (five (5) year continuation beyond completion of the Scope); (2) Broad Form Contractual and Independent Contractors (including coverage for third party over claims); (3) On-Site, Off-Site and In-Transit exposures; and (4) Loading and Unloading. Exclusions or restrictions pertaining to mold and EIFS are not permitted. The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

- B. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
 - C. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.
 - D. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
 - E. Within ten (10) days of the date of this agreement, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Tina Kunst, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.
8. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

- F. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.
- G. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

9. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

10. TIME

Time is of the essence in this Agreement.

11. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

12. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

13. ASSIGNMENT

This Agreement is not assignable.

14. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

16. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

H. As to City:

Drew Whitman, City Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: _____

I. As to Contractor:

Contract Representative: _____

Title/Position: _____

Email address: _____

Mailing address: _____

Phone/Cell: _____

18. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 _____

(Print Name): _____

By: _____

Witness 2 _____

(Print Name): _____

ATTEST:

**THE CITY OF PANAMA
CITYBEACH, FLORIDA,**
a municipal corporation

City Clerk

By: _____

Drew Whitman , City Manager



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Kelly Jenkins, Public Works

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends Council approve the resolution for the grant agreement with the Florida Division of Emergency Management for the Public Works, Safe Room & Generator project.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

In March, 2020 with Council approval, City staff made application to the Florida Division of Emergency Management for funding through the Hazard Mitigation Grant Program. The City requested \$786,282.00 to retrofit approximately 2,823 sf of the 10,000 SF total Public Works Building area that will withstand winds up to 200 mph. The Hurricane safe room shall house Public Works employees during high wind events. Additionally, it is planned to design and install a permanent generator to support this critical facility. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations. This is an approval for Phase I only, for a total cost of \$124,086.00 (Federal Share: \$93,064.50 (75.00%) Local Match: \$31,021.50 (25.00%)). This includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval.

[Res 22-74.Public Works Safe Room and Generator Grant.pdf](#)
[4399-051-R-City of Panama City Beach-For Subrecipient Signature -Complete.pdf](#)

RESOLUTION NO. 22-74

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR PUBLIC WORKS SAFE ROOM PROJECT IN THE BASIC AMOUNT OF \$93,064.50.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain federally funded Hazard Mitigation Program Subrecipient Agreement between the City and State of Florida Division of Emergency Management, relating to the design of the Public Works Safe Room and Generator Project, in the basic amount of Ninety Three Thousand Sixty Four Dollars and Fifty Cents (\$93,064.50), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Panama City Beach
PROJECT #:	4399-051-R
PROJECT TITLE:	City of Panama City Beach, Public Works, Safe Room and Generator
CONTRACT #:	H0737
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Lori Philput, Human Resources/Risk Management 17007 Panama City Beach Parkway Panama City Beach, FL 32413

Enclosed is your copy of the proposed contract/modification between **City of Panama City Beach** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Signed electronic copy
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated, by Official Representative
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Jenna Hayth on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (786) 607-2136 or email me at Jonathan.Urtecho@em.myflorida.com.

Agreement Number: H0737
Project Number: 4399-051-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	<u>City of Panama City Beach</u>
Sub-Recipient’s unique entity identifier (FEIN):	<u>59-6045116</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4399-FL</u>
Federal Award Date:	<u>September 13, 2021</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through December 31, 2022</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$94,837.80</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$99,268.80</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$99,268.80</u>
Federal award project description (see FFATA):	<u>Safe Room & Generator</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Jonathan.Urtecho@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Panama City Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Jonathan Urtecho,
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 786-607-2136
Email: Jonathan.Urtecho@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Lori Philput,
Human Resource/Risk Management
17007 Panama City Beach Parkway
Panama City Beach, FL 32413
Telephone: 850-233-5100
Email: Lori.Philput@pcbfl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on December 31, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$94,837.80**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

a) Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

b) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at

<https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Panama City Beach

By: _____

Name and Title: Drew Whitman, City Manager

Date: _____

FEID#: 59-6045116

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 94,837.80**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Safe Room
 - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide a FEMA P-361 Standards safe room at the Public Works Building in Panama City Beach, Bay County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4399-051-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Panama City Beach, shall conduct Phase I – Design of this project, which includes the engineering designs and calculations, surveys, permitting, and notices. **No construction activities are approved at this time.** The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes absolute wind protection and backup power to the Public Works Building located at 200 Gulf Boulevard North, Panama City Beach, Florida, 32413.

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval.

The design proposed for Phase II scope shall include bringing 2,823 SF of the 10,000 SF total Public Works Building area up to FEMA P-361 standards to withstand 200 MPH winds. A structural assessment shall be completed and used to design to compliance with FEMA P-361. The Hurricane Safe Room shall house 40 Public Works employees during high wind events. Additionally, the Sub-Recipient proposes to purchase and install a permanent generator with a capacity of 125 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility, and an automatic transfer switch at this location. The project intends to provide near-absolute protection to safe room occupants during future wind events, and to ensure continuity of operations at this critical facility. The remaining building area will be wind retrofitted using a different grant source. Safe room and wind retrofit areas must be designed to have separate structure components.

For safe room construction, the project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room, to provide “near-absolute protection”.

Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. All installations shall be in strict compliance with FEMA P-361 requirements, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer specifications.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Station	Location	Coordinates
1)	Public Works Building	200 Gulf Blvd N, Panama City Beach, FL 32413	(30.215250, -85.853306)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing engineering designs to be presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, study, engineering, design, public notices, and/or permitting associated with the design of a FEMA P-361 Standards structure. Verification shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Two sets of engineering Signed/Sealed final design and analysis, and surveying.

- c) Any structural and non-structural design peer review reports as required by FEMA P-361 (as applicable).
 - d) Construction Plans and bid documents for FEMA 361 compliance.
 - e) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products to be utilized.
 - g) Final Signed Operations and Maintenance (O&M) Plan.
 - h) Color Aerial Maps.
 - i) Color photographs of the project area.
 - j) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.
 - k) Proof of compliance with Project Conditions and Requirements contained herein.
 - l) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by subcontractors and pay subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included

under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, to implement

measures to harden 2,823 square feet of the 10,000 square foot Public Works Building area, to FEMA P-361 standards, located in Panama City Beach, Florida 32413.

For safe room construction, the project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room, to provide “near-absolute protection”.

Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. All installations shall be in strict compliance with FEMA P-361 requirements, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer specifications.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit Engineering plans and bidding documents prepared to complete the project. Wind protection shall be provided on any opening such as vents, louvers, and exhaust fans. All installation shall be in strict compliance with the FEMA P-361 specifications, and all proposed materials shall be certified to meet wind and impact standards.
- 2) Design documents shall provide a detailed description that includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction Materials and Labor.
- 4) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide “near absolute protection”. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.

D) Environmental:

- 1) Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- 2) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 3) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act

(NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

- 4) Acceptance of Federal funding requires Sub-Recipient to comply with all Federal, State and Local Laws. Failure to obtain all appropriate Federal, State and Local Environmental Permits and clearances may jeopardize federal funding.
- 5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 3) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division, a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) A copy of any executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 8) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide "near absolute protection". It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.
- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

- a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
- b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
- c) SRMC cannot exceed 5% of the total project costs awarded.
- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4399-051-R**. It is funded under HMGP, FEMA-4399-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4399.

FEMA awarded this project on September 13, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **December 31, 2022**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase I –

State Contracting:	3 Months
Bidding / Local Procurement:	2 Months
Design Specifications:	6 Months
Permitting / Survey:	2 Months
Deliverables Submitted to FDEM:	2 Months
Total Period of Performance:	15 Months

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$118,178.00	\$88,633.50	\$29,544.50
Initial Agreement Amount:	\$118,178.00	\$88,633.50	\$29,544.50
***Contingency Funds:	\$5,908.00	\$4,431.00	\$1,477.00
Project Total:	\$124,086.00	\$93,064.50	\$31,021.50
****SRMC			
SRMC:	\$9.39	\$9.39	
SRMC-Pre-Award:	\$6,194.91	\$6,194.91	
SRMC Total:	\$6,204.30	\$6,204.30	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$5,908.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$6,204.30 in Federal funding. Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award**, approved by FEMA in the amount of \$6,194.91, with a start date of **October 12, 2018**.*

Funding Summary Totals

Federal Share:	\$93,064.50	(75.00%)
Non-Federal Share:	\$31,021.50	(25.00%)
Total Project Cost:	\$124,086.00	(100.00%)
<hr/>		
SRMC (100% Federal)	\$6,204.30	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
- i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Panama City Beach

REMIT ADDRESS: 17007 Panama City Beach Parkway

CITY: Panama City Beach STATE: FL ZIP CODE: 32413

PROJECT TYPE: Safe Room & Generator PROJECT #: 4399-051-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0737

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non- Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	_____ GOVERNOR'S AUTHORIZED REPRESENTATIVE _____ DATE
APPROVED SRMC TOTAL: \$ _____	
APPROVED FOR PAYMENT \$ _____	

**Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Panama City Beach PAYMENT #: _____
 PROJECT TYPE: Safe Room & Generator PROJECT #: 4399-051-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0737

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Panama City Beach

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F
QUARTERLY REPORT FORM**

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Panama City Beach **PROJECT #:** 4399-051-R
PROJECT TYPE: Safe Room & Generator **CONTRACT #:** H0737
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
 Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? Yes No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<i>Estimated Project Completion Date:</i>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: No Action Required, OR

Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ *Project Manager*

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Panama City Beach
Sub-Recipient's Name

H0737
DEM Contract Number

4399-051-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4399-051-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 94,837.80

OBLIGATION/ACTION DATE: September 13, 2021

SUBAWARD DATE (if applicable): _____

DUNS#: 018095984

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Panama City Beach

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: 17007 Panama City Beach Parkway

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY Panama City Beach STATE FL ZIP CODE+4** 32413-5225

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes absolute wind protection and backup power to the Public Works Building located at 200 Gulf Boulevard North, Panama City Beach, Florida, 32413.

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval.

The design proposed for Phase II scope shall include bringing 2,823 SF of the 10,000 SF total Public Works Building area up to FEMA P-361 standards to withstand 200 MPH winds. A structural assessment shall be completed and used to design to compliance with FEMA P-361. The Hurricane Safe Room shall house 40 Public Works employees during high wind events. Additionally, the Sub-Recipient proposes to purchase and install a permanent generator with a capacity of 125 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility, and an automatic transfer switch at this location. The project intends to provide near-absolute protection to safe room occupants during future wind events, and to ensure continuity of operations at this critical facility. The remaining building area will be wind retrofitted using a different grant source. Safe room and wind retrofit areas must be designed to have separate structure components.

For safe room construction, the project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room, to provide "near-absolute protection".

Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. All installations shall be in strict compliance with FEMA P-361 requirements, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer specifications.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Drew Whitman, City Manager

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- m) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- n) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, City of Panama City Beach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Drew Whitman, City Manager

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Jason Pickle, Administration

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends approval to purchase computer networking equipment and bulk hardware from the lowest per unit bidder that met required specifications in the associated Invitation To Bid PCB22-31. Staff requests to award Y & S Technologies for purchase of five (5) ThinkPad L15 Gen 2 laptops and two (2) Sonicwall NSA2650 routers for the total set price of \$8,983.50. Staff requests to award Adorama, Inc., for the purchase of two (2) Sonicwall TZ400 routers for the total set price of \$1,572.66. Staff requests to award Imperium Data Networks for the purchase of forty (40) Dell Optiplex 7090 series desktop PCs, sixteen (16) JL677A - Aruba 6100 series switches, three (3) JL678A - Aruba 6100 series switches, one (1) QNAP Gemini 1000 series Network Attached Storage (NAS) with 22TB of storage, and three (3) Dell PowerEdge R740 servers with custom configurations, for the total set price of \$133,026.35. Staff requests to award Computers at Work, Inc., DBA vTECHio, for the purchase of seven (7) Precision 3650 Tower CTO BASE series desktop PCs, sixty-four (64) Dell UltraSharp 24" Monitors - U2422H, and ten (10) Dell UltraSharp 27" Monitors - U2722D, for the total set price of \$38,845.70. Staff requests a total combined purchase price of \$182,428.21.

Staff requests approval to purchase from the second lowest bidder in each category in the event of supply chain issues which may occur from the lowest bidder.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health
Quality of Life



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

In November of 2020, the City started an IT Infrastructure assessment project that spanned over a 5 month period and concluded with a roadmap of action items needing to be addressed over the next 5 years. At the conclusion to the assessment, staff recommended placing certain technology related items on an "evergreen" 5-year replacement schedule to keep up with emerging technologies and security measures. City staff put together a list of all hardware needing to be replaced and requested a budget of \$200,000 for replacement during fiscal year 2022. The City went to bid for this bulk hardware purchase and had seven (7) vendors fully respond with the total of the bids under budget. Staff recommends awarding four (4) responsive bidders for each category they were the lowest in.

[Res 22-75.Purchase of Bulk Computer Equipment.Hardware.pdf](#)

[PCB22-31 Final Score Tabulation Sheet.pdf](#)

[PCB22-31 Bid Tabulation Sheet.pdf](#)

[Y & S Technologies Bid Form.PDF](#)

[Imperium Data Networks Bid Form.PDF](#)

[Computers At Work Inc Bid Form.DOCX](#)

[Adorama Bid Form.pdf](#)

[PCB22-31 ITB Computer and Networking Equipment - Agreement.pdf](#)

RESOLUTION NO. 22-75

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS FOR THE PURCHASE OF BULK COMPUTER NETWORKING EQUIPMENT AND HARDWARE FROM Y & S TECHNOLOGIES, INC., ADORAMA INC., IMPERIUM DATA NETWORKS, LLC, AND COMPUTERS AT WORK!, INC., AT SET UNIT PRICES.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City those certain Agreements between the City and relating to the purchase and application of bulk computer networking equipment and hardware with Y&S Technologies, Inc., Adorama, Inc., Imperium Data Networks, LLC, and Computers at Work!, Inc., in the total combined amount of One Hundred Eighter Two Thousand, Four Hundred Twenty Eight Dollars and Twenty-One Cents (\$182,428.21), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

	Powernet	Y & S Technologies	Riverside Technologies	Adorama Inc	ACA Computer Integrator	Imperium Data Networks	vTECHio
Basic Desktop	DOES NOT MEET SPEC	DOES NOT MEET SPEC	DOES NOT MEET SPEC	NO BID	\$51,561.28	\$42,220.80	\$48,930.80
Engineering Desktop	DOES NOT MEET SPEC	DOES NOT MEET SPEC	DOES NOT MEET SPEC	NO BID	\$18,237.18	\$16,937.06	\$14,520.52
Laptop	\$9,670.00	\$5,213.50	DOES NOT MEET SPEC	NO BID	\$7,378.68	\$7,630.45	\$5,856.46
Tablet	NO BID	DOES NOT MEET SPEC	DOES NOT MEET SPEC	NO BID	DOES NOT MEET SPEC	DOES NOT MEET SPEC	DOES NOT MEET SPEC
Monitor 24"	DOES NOT MEET SPEC	DOES NOT MEET SPEC	DOES NOT MEET SPEC	DOES NOT MEET SPEC	\$24,077.41	\$21,483.52	\$19,946.88
Monitor 27"	DOES NOT MEET SPEC	DOES NOT MEET SPEC	DOES NOT MEET SPEC	DOES NOT MEET SPEC	\$4,845.81	\$4,715.60	\$4,378.30
24-Port PoE+ Switch	\$28,960.00	\$26,207.36	\$66,401.78	\$27,779.68	\$29,321.63	\$23,559.52	\$63,811.20
24-Port Non-PoE Switch	\$4,518.00	\$4,065.81	\$5,126.22	\$4,192.95	\$4,561.94	\$3,655.05	\$7,975.68
Network Attached Storage	DOES NOT MEET SPEC	DOES NOT MEET SPEC	\$10,471.60	DOES NOT MEET SPEC	\$8,808.04	\$8,714.07	\$13,587.92
Main Server	\$28,394.00	DOES NOT MEET SPEC	\$22,086.92	NO BID	\$28,488.90	\$21,829.19	DOES NOT MEET SPEC
Secondary Server	\$51,226.00	DOES NOT MEET SPEC	\$35,853.16	NO BID	\$70,030.42	\$33,047.72	\$42,391.90
Main Router	\$7,968.00	\$3,770.00	\$8,776.00	\$4,154.00	\$4,568.17	\$8,108.68	\$8,442.70
Secondary Router	\$2,640.00	\$2,520.00	\$3,292.00	\$1,572.66	\$2,725.58	\$3,202.44	\$3,232.24

Total all Green (lowest bid) fields:	\$182,428.21
Total all Yellow (next lowest bid) fields:	\$201,618.73



CITY OF PANAMA CITY BEACH

17007 Panama City Beach Parkway, Panama City Beach, FL 32413
PCB22-31 Computer and Networking Equipment Bulk Purchase

12/13/2021
2:00 PM

CONTRACTOR/VENDOR	Basic Desktop	Engineering Desktop	Laptop	Tablet	Monitor 24"	Monitor 27"	24 Port Non-POE+ Switch	24 Port Non-POE Switch	Network Attached Storage	Main Server	Secondary Server	Main Router	Secondary Router	Time of Delivery (days)	BID FORM	REFERENCES	PUBLIC ENTITY CRIMES STATEMENT	DRUG-FREE WORKPLACE AFFIDAVIT	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	E-VERIFY
1 Powernet	46,880.00	16,639.00	9,670.00	N/A	13,184.00	4,790.00	28,960.00	4,518.00	4,524.00	28,394.00	51,226.00	7,968.00	2,640.00	Varies	✓	✓	✓	✓	✓	✓	✓
2 Y and S Technologies	30,392.00	11,242.00	5,219.50	7,745.00	17,920.00	2,930.00	26,207.30	4,065.81	300.00	2,693.70	5,387.40	3,770.00	2,500.00	Varies	✓	✓	✓	✓	✓	✓	✓
3 Riverside Technologies	40,320.00	12,866.00	7,820.00	7,265.00	20,800	5,570.00	66,401.30	5,136.23	10,471.60	22,086.92	35,833.16	8,776.00	3,292.00	Varies	✓	✓	✓	✓	✓	✓	✓
4 Adorama Inc	—	—	—	—	12,152.96	17,042.00	27,779.00	4,192.85	1,645.00	—	—	4,154.00	1,572.66	Varies	✓	✓	X	✓	✓	✓	✓
5 ACA Computer Integrator, Inc	51,561.28	18,337.18	7,378.00	15,627.48	24,077.40	4,845.81	29,321.63	4,561.94	8,808.04	28,488.90	70,030.42	4,568.17	2,725.58	Varies	X	✓	X	✓	✓	✓	✓
6 Imperium Date Networks	42,220.80	16,937.06	7,630.45	8,397.55	21,483.52	4,715.60	23,559.52	3,655.05	8,714.07	21,829.19	33,047.72	8,108.60	3,280.44	Varies	✓	✓	✓	✓	✓	✓	✓
7 Computers at Work, Inc! DBA vTeCHio	48,930.80	14,520.52	5,856.40	9,530.25	19,946.88	4,378.30	67,811.20	7,975.68	13,537.92	21,195.95	42,391.98	8,442.70	3,232.34	Varies	✓	✓	✓	✓	✓	✓	✓
8																					
9																					
10																					

SECTION IV

REQUIRED DOCUMENTS

BID FORM

This proposal of Yes Technologies hereinafter called "BIDDER," organized and existing under the laws of the State of NY/FL doing business as Corporation (Insert a corporation, "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

The undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder (s) proposes and agrees if this proposal is accepted to contract with the City of Panama City Beach for the unit cost per device as listed on each item for PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Type of device	Quantity Requested	Quantity Provided	Per Unit Cost	Total Cost - Including estimated shipping	Delivery Time in Weeks
OPTION 2	40	40	\$ 765.00		
Basic Desktop	40	40	\$759.80	\$ 30,392.00	8-12
Engineering Desktop	7	7	\$1,606	\$ 11,242	8-12
Laptop	5	5	\$1,042.70	\$ 5,213.50	8-12
Tablet	5	5	\$1,553.00	\$ 7,765.00	8-12
Monitor 24"	64	64	\$ 280	\$ 17,920	8-12
Monitor 27"	10	10	\$293	\$ 2,930	8-12
24 Port PoE+ Switch	16	16	\$1,637.96	\$ 26,207.36	8-12
24 Port Non-PoE Switch	3	3	\$1,355.27	\$ 4,065.81	8-12
Network Attached Storage	1	1	\$ 300	\$ 300	\$ 8-12
Main Server	1	1	\$ 2,693.70	\$ 2,693.70	\$ 8-12
Secondary Server	2	2	\$ 2,693.70	\$ 5,387.41	8-12
Main Router	2	2	\$1,885.00	\$ 3,770	Less than 1 week
Secondary Router	2	2	\$1,260.00	\$ 2,520	"

PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE

The delivery time for the purchase of hardware as stock availability is a considering factor.

I HEREBY ACKNOWLEDGE, as Bidder's authorized representative that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.

Submitted By: YRS Technologies
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Rei Friedman
Name of Individual Who Prepared This Bid

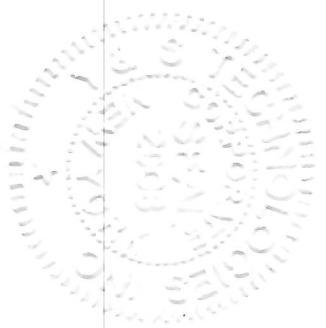
Address: 383 Kingston Ave, Suite 357
Brook Nv, NJ, 11213

Phone: 218-473-0284

[Signature]
Signature of Authorized Representative of Firm/Contractor

12/9/2021
Date

SEAL: (If Bid is by Corporation)



SECTION IV

REQUIRED DOCUMENTS

BID FORM

This proposal of Imperium Data Networks, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as a Limited Liability Company

(Insert a corporation," "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

The undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder (s) proposes and agrees if this proposal is accepted to contract with the City of Panama City Beach for the unit cost per device as listed on each item for PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Type of device	Quantity Requested	Quantity Provided	Per Unit Cost	Total Cost - Including estimated shipping	Delivery Time in Weeks
Basic Desktop	40	40	\$1,055.52	\$42,220.80	5 Weeks
Engineering Desktop	7	7	\$2,419.58	\$16,937.06	13 Weeks
Laptop	5	5	\$1,526.09	\$7,630.45	12 Weeks
Tablet	5	5	\$1,679.51	\$8,397.55	In Stock
Monitor 24"	64	64	\$335.68	\$21,483.52	6 Weeks
Monitor 27"	10	10	\$471.56	\$4,715.60	6 Weeks
24 Port PoE+ Switch	16	16	\$1,472.47	\$23,559.52	5 Weeks
24 Port Non-PoE Switch	3	3	\$1,218.35	\$3,655.05	5 Weeks
Network Attached Storage	1	1	\$8,714.07	\$8,714.07	6 Weeks
Main Server	1	1	\$21,829.19	\$21,829.19	6 Weeks
Secondary Server	2	2	\$16,523.86	\$33,047.72	6 Weeks
Main Router	2	2	\$4,054.34	\$8,108.68	In Stock
Secondary Router	2	2	\$1,601.22	\$3,202.44	In Stock

The delivery time for the purchase of hardware as stock availability is a considering factor.

I HEREBY ACKNOWLEDGE, as Bidder's authorized representative that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.

Submitted By: Kirkwood Ferguson
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Mikaela Vercetti
Name of Individual Who Prepared This Bid

Address: 7201 Douglas Parkway, Suite D
Tampa, Florida 33634

Phone: (813) 820-1179

Kristin Travers
Signature of Authorized Representative of Firm/Contractor

December 8, 2021
Date

SEAL: (If Bid is by Corporation)

SECTION IV**REQUIRED DOCUMENTS****BID FORM**

This proposal of Computers at Work inc. DBA vTECH id, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as a Corporation (Insert a corporation, "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

The undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder (s) proposes and agrees if this proposal is accepted to contract with the City of Panama City Beach for the unit cost per device as listed on each item for PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Type of device	Quantity Requested	Quantity Provided	Per Unit Cost	Total Cost - Including estimated shipping	Delivery Time in Weeks
Basic Desktop	40	40	\$1,223.27	\$48,930.80	6
Engineering Desktop	7	7	\$2,074.36	\$14,520.52	16
Laptop	5	5	\$1,172.29	\$5,856.46	3
Tablet	5	5	\$1,906.45	\$9,532.25	5
Monitor 24"	64	64	\$311.67	\$19,946.88	7
Monitor 27"	10	10	\$437.83	\$4,378.30	4
24 Port PoE+ Switch	16	16	\$3,928.20	\$63,811.20	13
24 Port Non-PoE Switch	3	3	\$2,658.56	\$7,975.68	13
Network Attached Storage	1	1	\$13,587.92	\$13,587.92	12
Main Server	1	1	\$21,195.95	\$21,195.95	14
Secondary Server	2	2	\$21,195.95	\$42,391.90	14
Main Router	2	2	\$4,221.35	\$8,442.70	2
Secondary Router	2	2	\$1,616.12	\$3,232.24	3

PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE

The delivery time for the purchase of hardware as stock availability is a considering factor.

I HEREBY ACKNOWLEDGE, as Bidder's authorized representative that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.

Submitted By: Computers at Work inc. DBA vTECH io
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Alex Charwin
Name of Individual Who Prepared This Bid

Address: 3033 Winkler Ave. Suite 210
Fort Myers FL 33916

Phone: 850-982-1665


Signature of Authorized Representative of Firm/Contractor

12/10/2021
Date

SEAL: (If Bid is by Corporation)

SECTION IV

REQUIRED DOCUMENTS

BID FORM

This proposal of Adorama Inc., hereinafter called "BIDDER," organized and existing under the laws of the State of New York doing business as a corporation

(Insert a corporation," "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

The undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder (s) proposes and agrees if this proposal is accepted to contract with the City of Panama City Beach for the unit cost per device as listed on each item for PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Type of device	Quantity Requested	Quantity Provided	Per Unit Cost	Total Cost - Including estimated shipping	Delivery Time in Weeks
Basic Desktop	40	no bid			
Engineering Desktop	7	no bid			
Laptop	5	no bid			
Tablet	5	no bid			
Monitor 24"	64	64	189.89	12152.96	approx.7-31 days ARO
Monitor 27"	10	10	174.20	1742.00	approx.7-31 days ARO
24 Port PoE+ Switch	16	16	1736.23	27779.68	approx.7-31 days ARO
24 Port Non-PoE Switch	3	3	1397.65	4192.95	approx.7-31 days ARO
Network Attached Storage	1	1	1649.00	1649.00	approx.7-31 days ARO
Main Server	1	no bid			
Secondary Server	2	no bid			
Main Router	2	2	2077.00	4154.00	approx.7-31 days ARO
Secondary Router	2	2	786.33	1572.66	approx.7-31 days ARO

PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE

The delivery time for the purchase of hardware as stock availability is a considering factor.

I HEREBY ACKNOWLEDGE, as Bidder's authorized representative that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.

Submitted By: Adorama Inc.
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Caroline Brzuszek
Name of Individual Who Prepared This Bid

Address: 42 West 18th Street
New York, NY, 10011

Phone: 212-741-0401

Caroline Brzuszek
Signature of Authorized Representative of Firm/Contractor

12/9/2021
Date

SEAL: (If Bid is by Corporation)

AGREEMENT

THIS Computer and Network Bulk Hardware Purchase is made and entered into this _ day of _____, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____(Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will deliver computer and network equipment, as more particularly described in the "Scope of Work" as set forth in Section III and as specifically defined on the bid form submitted by the Vendor.

If the Vendor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Vendor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the product contemplated herein and performance rendered by Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on **PCB 22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE**. The City shall pay to the Vendor as full consideration for the delivery of product required by this Agreement, at the BID PRICE contained in the Vendor's bid proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

- A. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Vendor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract Bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

Payment will be made in accordance with Florida Prompt Payment Act. Vendor will invoice the City when the delivery and satisfactory inspection of the awarded product has been completed. The invoice shall be sent to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award through time of delivery and satisfactory inspection of _____ (awarded product(s)).

5. COMPLIANCE WITH LAWS.

The Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Vendor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Vendor, its representatives, sub-Vendors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. WARRANTY

The Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable standard warranty the Vendor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

7. REMEDIES

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within Twenty-four (24) hours of Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

8. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

9. ASSIGNMENT

This Agreement is not assignable

10. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Vendor.

12. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

13. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: _____

Title/Position: _____

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: _____

B. As to Vendor:

Contract Representative: _____

Title/Position: _____

Email address: _____

Mailing address: _____

Phone/Cell: _____

14. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and

PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE

discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS
INFORMATION FOR BIDDERS
GENERAL TERMS AND CONDITIONS
BID PROPOSAL FORM
STATUTES, ON PREFERENCE TO BUSINESSES WITH PUBLIC ENTITY CRIMES STATEMENT
DRUG-FREE WORKPLACE PROGRAMS
NON-COLLUSION AFFIDAVIT
E-VERIFY
NOTICE OF AWARD
AGREEMENT

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Vendor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Vendor

Witness 1 _____

(Print Name): _____

By: _____

Witness 2 _____

(Print Name): _____

ATTEST:

**THE CITY OF PANAMA
CITYBEACH, FLORIDA,**

a municipal corporation

City Clerk

By: _____

Drew Whitman , City Manager



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Drew Whitman, Administration

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Adoption of Resolution 22-76 authorizing temporary road closures for the Mardi Gras parade.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

This year the Mardi Gras parade will be held on February 11-12, 2022. The event necessitates careful traffic control and extraordinary usage of portions of certain roads internal to Pier Park and Front Beach Road. Staff recommends approval.

[Res 22-76.Mardi Gras Road Closures.pdf](#)

[Mardi Gras Parade Map.pdf](#)

RESOLUTION NO. 22-76

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF CERTAIN ROADS INTERNAL TO PIER PARK TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AND MUSIC FESTIVAL ON FEBRUARY 11 AND 12, 2022; AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF PORTIONS OF FRONT BEACH ROAD ON SATURDAY, FEBRUARY 12, 2022, TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AT THE BEACH PARADE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the 2022 Panama City Beach Mardi Gras and Music Festival will be held on Panama City Beach on February 11 and 12, 2022, an event which will include a Children's Parade through Pier Park on the evening of Friday, February 11, 2022, a Parade through Pier Park on the evening of Saturday, February 12, 2022, and a Street Party in Pier Park on the evenings of February 11 and 12, 2022, all of which the City finds necessitates careful traffic control and extraordinary usage of certain sections of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, Sea Monkey Way, Pier Park Drive, and Front Beach Road.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Panama City Beach, Florida, that:

1. Portions of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, Sea Monkey Way, and Pier Park Drive from L.C. Hilton Jr. Drive to Longboard Way shall be closed to vehicular traffic for the 2022 Panama City Beach Mardi Gras and Music Festival during the hours of 12:00 A.M. on February 11, 2022 until 12:00 A.M. on February 12, 2022.
2. During the hours of 3:15 P.M. and 5:15 P.M. on Saturday, February 12, 2022 all vehicular traffic on Front Beach Road from Powell Adams to West Pier Park Drive shall be rerouted in accordance with the map which accompanies this Resolution to accommodate the Mardi Gras at the Beach Parade.

This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED in regular session this _____ day of January, 2022.

CITY OF PANAMA CITY BEACH



By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

MARDI GRAS AND MUSIC FESTIVAL

MAP LEGEND

-  FESTIVAL POINTS OF INTEREST
-  CHILDREN'S PARADE (FRIDAY)
-  MAIN PARADE (SATURDAY)
-  FIREWORKS

PIER PARK – 600 PIER PARK DRIVE
PANAMA CITY BEACH, FL 32413





CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Amy Myers, Administration

2. MEETING DATE:
January 13, 2022

3. REQUESTED MOTION/ACTION:

Hold second reading and public hearing on Ordinance 1576.

4. AGENDA:
REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

For several months, the Citizen Charter Review Committee has met to consider amendments to the City's Charter, article by article. As a result, the Committee has recommended 27 amendments to the Charter, primarily in the areas concerning Financial and Civil Service matters. In accordance with Section 166.031, Florida Statutes, these proposed amendments are presented in an Ordinance for the Council's consideration. If adopted upon second reading, staff will present the Council a separate Resolution setting the referendum and ballot language. The proposed amendments will not be effective unless and until they are approved by a majority of those electors voting in the next general election .

The Council considered first reading of this ordinance on December 9, 2021, and notice of a public hearing and second reading was published on December 29, 2021.

Staff recommends adoption.

[ORD 1576.Charter Amendments.2nd Reading.pdf](#)
[PanamaCityNewsHerald_20211229_D03_4.pdf](#)

ORDINANCE NO. 1576

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, PROPOSING VARIOUS AMENDMENTS TO THE CITY CHARTER; PROPOSING TO AMEND ARTICLES 2 AND 3 TO ADDRESS THE ROLE AND DUTIES OF THE ASSISTANT CITY MANAGER; PROPOSING TO AMEND ARTICLE 3 RELATED TO REMOVAL OF THE CITY MANAGER AND MANAGEMENT EVALUATIONS; PROPOSING TO AMEND ARTICLE 5 TO ADDRESS THE CONTENTS AND ACTION ON THE CITY BUDGET, AUTHORIZING THE CITY MANAGER TO MAKE EMERGENCY PROCUREMENTS UP TO \$100,000, PROVIDING FOR ELECTRONIC AND DIGITAL SIGNATURES, INCREASING THE CITY MANAGER'S PURCHASING AUTHORITY TO \$25,000, INCREASING THE THRESHOLD FOR COMPETITIVE PROCUREMENTS TO \$25,000, INCREASING THE MINIMUM PUBLICATION PERIOD FOR COMPETITIVE BIDS, EXPANDING THE CRITERIA FOR THE PIGGYBACKING OF CONTRACTS, INCREASING THE THRESHOLD THAT REQUIRES COMPETITIVE PROCUREMENT OF UTILITY PURCHASES TO \$100,000, PLACING A CAP OF \$50,000 ON SOLE SOURCE PURCHASES, AND ESTABLISHING AN EXEMPTION FROM COMPETITIVE PROCUREMENT FOR SOFTWARE AND IT-RELATED GOODS AND SERVICES; PROPOSING VARIOUS AMENDMENTS TO ARTICLE 6 REGARDING CIVIL SERVICE TO STREAMLINE THE CITY'S HIRING PROCESS AND REDUCE THE ROLE OF THE CIVIL SERVICE BOARD IN THAT PROCESS, AND AMENDING THE CAUSES FOR DISCIPLINE; PROPOSING TO AMEND ARTICLE 7 REGARDING THE QUALIFICATIONS OF CANDIDATES FOR CITY OFFICE TO INCREASE THE RESIDENCY REQUIREMENT; REPEALING ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE; AND PROVIDING THAT THE AMENDMENTS PROPOSED SHALL BE EFFECTIVE ONLY UPON THE APPROVAL OF REFERENDUM AS SPECIFIED IN THE ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Section 2-4 of the

Ordinance 1576
Page 1 of 12

Charter of the City of Panama City Beach, related to duties of the Mayor is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 2. - MAYOR AND CITY COUNCIL

Sec. 2-4. - Mayor.

The Mayor shall be Chairperson of the City Council, and, as such, shall preside at all meetings of the City Council and shall have the right to vote on all matters considered by the City Council. The Mayor shall be recognized as the head of City government for ceremonial purposes, purposes of military law and the service of process upon the City. Upon authorization and designation by the City Council, the Mayor shall, represent the City in agreements with or certifications to other governmental entities and shall execute contracts, deeds and other documents. The Mayor shall have no administrative duties except those required to carry out the provisions of this Charter, **unless no** ~~when~~ a City Manager **or Assistant City Manager** has been duly appointed and is acting.

SECTION 2. From and after the effective date of this ordinance Section 3-3 of the Charter of the City of Panama City Beach, related to duties of the City Manager, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 3. - OFFICERS AND EMPLOYEES GENERALLY

Sec. 3-3. - City Manager—Creation of office; appointment; term; qualifications; compensation.

There is hereby created the office of City Manager.

Prior to the appointment of a City Manager, by the City Council, and in the absence of an appointed City Manager, all duties and responsibilities of the office of City Manager, as defined herein, are vested in the **Assistant City Manager. In the absence of both a City Manager and Assistant City Manager, all duties and responsibility of the office of City Manager are vested in the** office of Mayor.

A City Manager may be appointed by the City Council for an indefinite term and shall serve at the pleasure of the City Council. The City Manager shall be chosen solely on the basis of his/her executive and administrative qualifications; provided, that he/she shall be no less than twenty-one (21) years of age. The City Manager shall establish residence within the corporate limits of the City of Panama City Beach no more than six (6) months after his/her appointment though he/she need not be a resident of the City or the state at the time of his/her appointment.

The City Manager shall receive such compensation as the City Council shall determine.

SECTION 3. From and after the effective date of this ordinance, Section 3-4 of the Charter of the City of Panama City Beach, related to removal of the City Manager, is

amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 3. - OFFICERS AND EMPLOYEES GENERALLY

Sec. 3-4. - Same—Removal.

The City Manager may be removed from office by the City Council at any time, **with or without cause**. Upon demand by the City Manager, a public hearing shall be held prior to such removal **for cause**.

SECTION 4. From and after the effective date of this ordinance, Section 3-6 of the Charter of the City of Panama City Beach, designating the Acting City Manager, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 3. - OFFICERS AND EMPLOYEES GENERALLY

Sec. 3-6. - Acting City Manager and Assistant City Managers.

~~The City Manager shall designate, subject to the approval of the City Council, a qualified City administrative officer to assume and exercise the powers and duties of his/her office during his/her temporary absence or disability. The person so elected shall be designated "acting City Manager." During the temporary absence or disability of the City Manager, the **Assistant City Manager shall** City Council may revoke such designation at any time and appoint another qualified administrative officer of the City to serve as acting City Manager until the return to duty of the City Manager. **Whenever no Assistant City Manager has been duly appointed and is acting, the City Manager shall designate a qualified City administrative officer to assume and exercise the powers and duties of his/her office during his/her temporary absence or disability.**~~

The City Manager may create the offices and titles of such Assistant City Managers as the City Manager determines are necessary for the effective administration of the City. Each Assistant City Manager shall be selected by the City Manager, serve at the pleasure of the City Manager and not be a member of Civil Service. The terms and conditions of employment of each Assistant City Manager shall be approved by the City Council.

SECTION 5. From and after the effective date of this ordinance, Section 3-8 of the Charter of the City of Panama City Beach, related to management evaluations, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 3. - OFFICERS AND EMPLOYEES GENERALLY

Sec. 3-8. - Management evaluations.

The City Council **shall** ~~may, at its discretion,~~ provide for management evaluations of the **Charter Officers** ~~administrative activities~~ of the City. For this purpose, the City Council may select and

contract with a professional consultant specializing in such evaluations. All reports and recommendations of such consultant shall be directed to the City Council. The **City Attorney, City Clerk,** City Manager and his/her subordinate officers and employees shall cooperate fully with the consultant and shall make all accounts, records, reports and data available to him/her upon his request.

SECTION 6. From and after the effective date of this ordinance, Section 5-2of the Charter of the City of Panama City Beach, related to Budget is amended to read as follows

(new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 5. - FINANCIAL PROCEDURES

Sec. 5-2. - Budget.

(a) *Required.* No monies of the City shall be disbursed except in pursuance of appropriations made by the City Council.

(b) *Preparation.* Prior to September 1 of each year, the City Manager shall prepare and submit to the City Council a proposed budget for the ensuing fiscal year. Such proposed budget shall contain a complete plan for all City funds and financial activities for the ensuing fiscal year and shall include such details and be in such form as required by this Charter, state law and the City Council. Such proposed budget shall show comparative figures of revenues and expenditures for the ensuing and current fiscal years, detailing the relationship of proposed expenditures to current expenditures in dollars and percentages, and thus showing any increase or decrease in the level of expenditure.

(c) *Message of City Manager to Council.* When presenting the proposed budget to the City Council, the City Manager shall present a message to the City Council outlining **existing debt,** proposed financial policies, describing the features of the budget, explaining major changes in financial policies, expenditures and revenues from those in the budget for the current fiscal year, summarizing the City's current and overall financial position and including such other material and information as the City Council may require. The proposed budget shall be posted upon the City's official website.

(d) *Public hearing.* Upon receipt of the proposed budget, the City Council shall call a public hearing to consider the criticisms, recommendations and suggestions of the citizens of the City relative to such proposed budget. In calling such public hearing, the City Council shall give at least one week's notice of the time, place and purpose of such public hearing by posting on a designated webpage noticed upon and linked to the landing page on the City's official website, and whenever and to the extent required by state law by publication once in a newspaper of general circulation within the City. A copy of the proposed budget shall be made available for public inspection at the office of the City Clerk for at least one week prior to the date on which the public hearing is scheduled.

(e) *Action by Council.* After completion of the **final** public hearing, the City Council shall adopt the budget as submitted or after making such changes and amendments as it deems necessary for the proper and economical operation of City government. Final City Council action on the

Ordinance 1576

Page 4 of 12

budget for the ensuing fiscal year shall be completed by September 30. **In the event the Council does not or cannot take final action on the budget by this date, the amounts appropriated for operations in the prior fiscal year shall be deemed adopted for the ensuing fiscal year.**

(f) *Amendment after adoption.* The City Council shall have the power to amend the budget at any time to utilize excess funds, to increase appropriations, to transfer funds or for any other purpose.

(g) *Emergency expenditures.* ~~The City Council may authorize the City Manager~~ **is authorized** to expend monies beyond those provided in the budget, for emergency purchases to procure necessary supplies and services to handle emergency circumstances which require immediate action for the protection of the health, safety or welfare of the City or a sector thereof, **in a cumulative amount not to exceed \$100,000.** The City Manager shall exercise such authority **with the concurrency of the Finance Director, and then** only in the manner and within the limits established by the City Council and only if a special meeting of the City Council is not possible. The City Manager shall report any such **emergency purchase(s)** expenditure at the next meeting of the City Council, whether it be a regular or special meeting.

SECTION 7. From and after the effective date of this ordinance Section 5-5 of the Charter of the City of Panama City Beach, related to facsimile signatures is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 5. - FINANCIAL PROCEDURES
Sec. 5-5. - Facsimile signatures.

The use of **digital or electronic** ~~mechanically applied facsimile~~ signatures shall be **permitted for limited** to such purposes and subject to such limitations and restrictions as the City **Manager** ~~Council~~ may prescribe.

SECTION 8. From and after the effective date of this ordinance, Section 5-6 of the Charter of the City of Panama City Beach, related to contracts, licenses and permits, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 5. - FINANCIAL PROCEDURES
Sec. 5-6. - Contracts, licenses, permits, etc.

No promise or representation of any kind by any officer or employee of the City shall be binding upon or enforceable against the City nor create an estoppel, an implied contract or any liability against or upon the City, unless ratified or embodied in a contract, permit, license, approval, consent or other instrument issued pursuant to and in accordance with an ordinance or resolution of the City.

Every contract made by or on behalf of the City shall be in writing, approved as to form and legality by the City Attorney, approved by the City Council, signed by the City Manager and attested by the City Clerk. **A person other than the City Manager may be authorized to execute a contract on behalf of the City only upon express approval memorialized in a resolution adopted by the City Council.**

Notwithstanding the foregoing, the City Manager, with attestation by the City Clerk, is authorized to enter contracts in writing by or on behalf of the City requiring the expenditure of not more than **twenty-five** ~~ten~~ thousand dollars (**\$25,000**) ~~(\$10,000.00)~~; provided that no contract or purchase or the quantity thereof shall be split for the purpose of avoiding or exceeding the limit of this authorization.

SECTION 9. From and after the effective date of this ordinance, Section 5-7 of the Charter of the City of Panama City Beach, related to Competitive Bidding is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 5. - FINANCIAL PROCEDURES

Sec. 5-7. - Competitive bidding.

(a) *Required.* No purchase by or on behalf of the City requiring the expenditure of **twenty-five** ~~ten~~ thousand dollars (**\$25,000**) ~~(\$10,000.00)~~ or more shall be awarded, let or made except through competitive bidding after the advertisement for the bids in the form and manner prescribed in this Charter. No purchase or the quantity thereof shall be split for the purpose of avoiding the requirements of this section.

(b) *Publication of request for bids.* Published notice of each intended purchase by competitive bid shall be posted on a designated web-page **or other digital platform** noticed upon and linked to the landing page on the City's official web site for **21 consecutive days** ~~two consecutive weeks~~ prior to the opening date of the bid, ~~or published in a newspaper of general circulation within the City once each week for two consecutive weeks prior to the opening date of the bid.~~ In addition to the posting requirements of this section, the City Council may direct the City Manager to notify, by whatever means it chooses, additional potential suppliers of such requests for bids whenever the City Council determines that the website posting requirement of this section is inadequate to produce sufficiently competitive bidding. In emergency circumstances, notification time on the request may be shortened by the City Manager.

(c) *Contents of request for bids.* Each request for the submission of bids shall contain an acceptance clause granting the City a minimum of **forty-five (45)** ~~thirty (30)~~ days in which to accept or reject the bid, during which time the tendered bid shall remain valid. The request for the submission of bids may contain a requirement that the bidder provide a performance bond in the full amount of the contract price and may further contain such other specifications and declarations as the City Council shall determine necessary for the proper evaluation of the bidder's proposal and qualifications.

(d) *Awards.* The City Council shall award the contract to the lowest fully responsive and

Ordinance 1576

Page 6 of 12

responsible bidder; provided, that the City Council may award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council shall state the reasons upon which such award was made.

(e) *Rejection and resubmission for bids.* The City Council may reject all submitted bids and provide for the request of additional bids whenever it finds that the bids submitted are not responsive to the request for bids, that the bids are not responsible or that the bid prices are unacceptable. Requests for such additional bids shall comply with the provisions of this section.

(f) *Purchases on failure to receive bids.* Where no bids are received and the Council determines that additional requests for bids are unlikely to produce responses, the City Council may authorize the purchase, at the best obtainable price determined through direct quotation, of such products or services as are available on the open market.

(g) *Professional services.* Contracts for professional services, including but not limited to architects, attorneys, accountants, engineers and surveyors, may, upon approval by the City Council, be entered into without competitive bidding. The City Council shall review the qualifications, work history and other relevant data before contracts for such services are rendered. The Consultants' Competitive Negotiation Act shall be followed where applicable.

(h) *Emergency purchases.* The City Council may substitute competitive quotes for the competitive bidding required by this section upon a finding by extraordinary vote that a public emergency exists making the bid delay contrary to the public interest.

(i) *Piggybacking.* Notwithstanding the foregoing, a purchase of goods made by or on behalf of the City on the same terms and conditions as were obtained by **a federal, state or municipal government or cooperative purchasing entity of which the City is a member** ~~the United States of America, the State of Florida, or a county, municipality or special district of the State of Florida,~~ through an advertised, competitive bidding process ~~in which bids were opened within one year prior to purchase by or on behalf of the City~~ shall be deemed to be made through competitive bidding under this Charter, **provided the contract to be piggybacked is in full force and effect at the time of the City's purchase.**

(j) *Purchase of Goods for Utilities.* Notwithstanding the foregoing, a purchase by or on behalf of the City of goods **or services, or both,** which are to be used exclusively for the operation or maintenance of the City's potable water, stormwater, reuse-water or wastewater utility, or any combination of those utilities, and requiring the expenditure of not more than **\$100,000** ~~\$25,000~~ may be made by substituting competitive quotes for competitive bidding if required. No purchase or the quantity thereof shall be split for the purpose of avoiding the requirements of this section. This authorization shall not be utilized in conjunction with a construction or other service contract that requires competitive bidding

(k) *Sole Source.* Notwithstanding the foregoing, the City Council may authorize any purchase of goods **requiring an expenditure of not more than \$50,000** without competitive bid when the City Council finds that the goods are to be used exclusively for the operation or maintenance of the City's potable water, stormwater, reuse-water or wastewater utility, or any combination of those utilities, that the goods are to replace a specialized, mechanical or electrical component of the utility, and that the goods are only available from a sole source of supply. The fact that the

new component may increase capacity shall not disqualify this authorization. This authorization shall not be utilized in conjunction with a construction or other service contract that requires competitive bidding.

(l) Exemptions to competitive procurement requirements. The competitive procurement requirements of this Section shall not apply to: a) maintenance and service of information technology software when the maintenance or services will be performed by the software manufacturer, the manufacturer's service representative or by a distributor of the manufacturer; b) contracts to acquire proprietary software that is custom made and specifically designed for city use; or c) purchases of goods or services necessary to prevent or address a cyber-attack or damage or loss of public records.

SECTION 10. From and after the effective date of this ordinance, Article 6 of the Charter of the City of Panama City Beach, related to Civil Service is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 6. - CIVIL SERVICE

Sec. 6-1. - Board of Civil Service Commissioners.

(a) *Continuation of present board.* The Board of Civil Service Commissioners for the City, established by [Section 12](#) of Chapter 70-874, Special Laws of Florida, shall continue as presently constituted. The members of the Board of Civil Service Commissioners shall continue to hold office as provided in said Act until their successors have been selected and have taken office pursuant to this section.

(b) *Composition; qualifications and selection of members.* The Board of Civil Service Commissioners shall be composed of **not less than three (3) and no more than five (5)** members who shall be qualified electors of the City of Panama City Beach and who shall be selected as follows: one member shall be named and designated by the City Council during the first fifteen (15) days of September of each year; one member shall be named and designated by the employees affected by the provisions of this article during the first fifteen (15) days of September of each year; and one member shall be named and designated during the last fifteen (15) days of September of each even-numbered year by the four (4) members then serving.

(c) *Terms.* The term of office for each member of the Board of Civil Service Commissioners, elected to office as prescribed herein, shall be for two years beginning the first Wednesday in October of the year in which he/she was elected and terminating at midnight or the day preceding the first Wednesday of October of the second year.

(d) *Vacancies.* Whenever vacancies occur in the office of Civil Service Commissioners by death, resignation or otherwise, a successor shall be elected in the same manner as that in which the position was filled originally. Such successor shall be elected to serve for the unexpired term of his/her predecessor in office. ~~Such vacancy shall be filled no more than fifteen (15) days after such vacancy occurs.~~

(e) *Ineligible persons.* No person who has been convicted of a felony or who is an officer or employee of the City shall be eligible to hold office as a Commissioner of Civil Service.

(f) ~~**Reserved. Compensation.** Each Civil Service Commissioner named under this section as provided herein shall receive as compensation for his/her services the sum of one hundred twenty dollars (\$120.00) per annum.~~

(g) *Staff.* The City shall secure such legal counselors, clerks, and stenographers, including a full-time secretary, as may be required to assist the Board of Civil Service Commissioners.

(h) *Funding.* The City Council shall budget and appropriate a sum sufficient to properly organize and maintain the Civil Service Department as herein delineated and shall appropriate a sum of money each year sufficient to carry out the purposes of this article.

(i) *Chairperson.* Immediately after the election of the Board of Civil Service Commissioners as prescribed in this section, the Board shall organize itself by electing one of its members chairperson, to hold such office at the pleasure of the majority of the Board membership.

(j) *Meetings.* The Board of Civil Service Commissioners shall meet monthly to conduct such business as may properly be brought before the Board, and shall be subject to call by the chairperson for such additional meetings as circumstances require. All hearings on all charges under [Section 6-12](#) of this article shall be open, unless the employee against whom the charges are pending submits in advance of that hearing a written petition to the Board of Civil Service Commissioners for a private hearing and the legal basis therefor, and the Board finds good cause established under Florida law to permit the private hearing and grants such request.

(k) *Record.* A record of all business conducted by the Board of Civil Service Commissioners shall be maintained by the secretary of the Civil Service Board. This record shall be available, upon request, to the members of the City Council and otherwise as required by law.

(l) *Investigatory powers.* When inquiring into charges and hearing appeal by and before the Board of Civil Service Commissioners, each member thereof shall have the power to administer oaths, and the Board is authorized to compel by subpoena the attendance and testimony of witnesses and the production of books, papers and other data relevant to such inquiry or hearing. **The Commission may delegate to its Secretary the authority to administer oaths.**

~~(m) *Influencing selection of applicant.* The members of the Board of Civil Service Commissioners are enjoined from exerting undue influence in the consideration of any applicant for employment or for promotion.~~

~~(n) *Limits of inquiry.* Applicant interviews shall be limited to job-related inquiries, with focus on the types of skills and past experience that would enable an applicant to successfully perform the job for which he/she has applied. Commissioners shall not inquire into an applicant's age, family or marital status, pregnancy, gender, national origin or religion.~~

Sec. 6-2. - Membership.

All employees on the payrolls of the City in authorized, permanent positions shall be members of the Civil Service, except the City Manager, the City Clerk and the City Attorney, and such

assistant positions as each may establish. All authorized, permanent positions requiring full-time or part-time employees, excluding the City Manager, the City Clerk and the City Attorney, and their assistants, shall be filled from among applicants who have been examined by the Civil Service Secretary to ~~appeared before the Board of Civil Service Commissioners of the City,~~ have satisfactorily completed the prescribed examination and are eligible ~~have been recommended~~ for employment or promotion in accordance to rules adopted by the aforementioned Board.

Except as otherwise prescribed herein, all persons regularly employed in a position permanently authorized by the City on the effective date of this Section or any amendment to this Section are confirmed in office, rank or employment as members of the Civil Service.

Sec. 6-5. – Examination; eligibility lists.

The Board of Civil Service Commissioners shall prescribe examination in accordance with the rules and regulations adopted and shall maintain a list of those who meet the requirements of such regulations, and who are thus eligible for such positions.

Sec. 6-6. – Reserved. Job improvement.

~~The Board of Civil Service Commissioners is hereby authorized to pass a resolution and amendments thereto providing for and setting up a precise method of progression toward greater responsibility and increased emolument, so that all employees in authorized, permanent positions of the City may pursue such courses of instruction as will be calculated to increase the value of their present positions or enhance their qualifications for more desirable positions, or both.~~

Sec. 6-7. – Reserved. Filling of vacancies.

~~When vacancies occur in the authorized, permanent positions of the City and the necessity for employment or promotion exists, a list of three (3) qualified applicants, if practicable, for each vacancy shall be submitted to the City Manager, and the position or positions shall be filled by selection from those recommended by the Board of Civil Service Commissioners. If the name of only one applicant is submitted, the City Manager may reject such applicant and require the Board to submit an additional applicant or applicants. When practicable, vacancies shall be filled by promotion.~~

Sec. 6-11. - Reductions in force; preferred listing for re-employment.

When the number of employees in any department becomes excessive through either re-organization or modification of the work load, the City Manager shall certify this fact to the City Council, who shall cause an investigation to be made. If such investigation confirms the statement of the City Manager, then the City Council shall have the right to terminate the employment of the excess personnel; provided, that the person who stands lowest in rank or classification, shall be the first discharged, and this system of discharge shall continue until the necessary reduction in the number of personnel has been accomplished; and provided, that persons so discharged shall be placed upon a preferred list by the Board of Civil Service Secretary ~~Commissioners~~, and shall be given priority for re-employment. When a vacancy occurs in any department it will, if

practicable, be filled by the re-employment of a person whose name is carried on the preferred list, beginning with that individual whose priority is established by rank or classification and seniority. The City Manager shall fill all vacancies from the preferred list, so far as practicable. Position on the preferred list shall be determined first by rank or classification and then by seniority within that rank.

Sec. 6-13. - Incompetence, neglect of duty, insubordination, etc.

Any member of the Civil Service who shall be incompetent, neglectful of his/her duty, guilty of insubordination, **moral turpitudes**, ~~immorality or drunkenness~~ or who fails to ~~meet his/her just and honorable financial obligations~~ or conducts himself/herself in such manner as to reflect discredit upon his/her fellow employees or the City ~~or both~~ shall be subject to suspension, demotion, or discharge as provided in [Section 6-12](#).

Any employee affected by this article who shall, while on duty, engage in political activity either federal, state, county or city, shall be subject to demotion, suspension or discharge; provided, however, that nothing herein contained shall prevent any employee from voting in any election.

SECTION 11. From and after the effective date of this ordinance Section 7-2 of the Charter of the City of Panama City Beach, related to qualifications of candidates, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 7. - ELECTIONS

Sec. 7-2. - Qualifications of candidates.

In addition to all the requirements imposed by state law, candidates for the office of City Councilperson must be qualified electors of the City and must have resided within the wards for which they are candidates for **twelve (12)** ~~six (6)~~ months immediately preceding the election in which they are candidates and, as of the end of the current term of office, must not have served (or, but for resignation, would have served) in that office for two full terms. Candidates for the office of Mayor must be qualified electors of the City and must have resided within the City for **twelve (12)** ~~six (6)~~ months immediately preceding the election in which they are candidates and, as of the end of the current term of office, must not have served (or, but for resignation, would have served) in that office for two full terms.

SECTION 12. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 13. If approved by referendum as provided in this Ordinance, the appropriate officers and agents of the City are authorized and directed to codify, include and

publish the provisions of this Ordinance within the Panama City Beach Charter.

SECTION 14. This Ordinance shall take effect immediately upon passage, but the amendments proposed hereby shall become effective immediately upon approval by a majority of the electors of the City voting in the next general election or special election called for such purpose; and if the electors shall not approve an amendment proposed by this Ordinance at such referendum, or should no referendum be held within one (1) year from the passage of this Ordinance, then the proposals not approved shall be void and of no force and effect.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of January, 2022.

MARK SHELDON, MAYOR

ATTEST:

LYNNE FASONE, CITY CLERK

EXAMINED AND APPROVED by me this _____ day of January, 2022.

MARK SHELDON, MAYOR

Published in the News Herald on the 29th day of December, 2021.

Posted on **pcbfl.gov** on the 10th day of December 2021.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following entitled ordinance shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and final adoption at its regular meeting to be conducted at 6:00 P.M. on Thursday, January 13, 2022, or as soon thereafter as the matter may be heard, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida, to wit,

ORDINANCE NO. 1576

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, PROPOSING VARIOUS AMENDMENTS TO THE CITY CHARTER; PROPOSING TO AMEND ARTICLES 2 AND 3 TO ADDRESS THE ROLE AND DUTIES OF THE ASSISTANT CITY MANAGER; PROPOSING TO AMEND ARTICLE 3 RELATED TO REMOVAL OF THE CITY MANAGER AND MANAGEMENT EVALUATIONS; PROPOSING TO AMEND ARTICLE 5 TO ADDRESS THE CONTENTS AND ACTION ON THE CITY BUDGET, AUTHORIZING THE CITY MANAGER TO MAKE EMERGENCY PROCUREMENTS UP TO \$100,000, PROVIDING FOR ELECTRONIC AND DIGITAL SIGNATURES, INCREASING THE CITY MANAGER'S PURCHASING AUTHORITY TO \$25,000, INCREASING THE THRESHOLD FOR COMPETITIVE PROCUREMENTS TO \$25,000, INCREASING THE MINIMUM PUBLICATION PERIOD FOR COMPETITIVE BIDS, EXPANDING THE CRITERIA FOR THE PIGGYBACKING OF CONTRACTS, INCREASING THE THRESHOLD THAT REQUIRES COMPETITIVE PROCUREMENT OF UTILITY PURCHASES TO \$100,000, PLACING A CAP OF \$50,000 ON SOLE SOURCE PURCHASES, AND ESTABLISHING AN EXEMPTION FROM COMPETITIVE PROCUREMENT FOR SOFTWARE AND IT-RELATED GOODS AND SERVICES; PROPOSING VARIOUS AMENDMENTS TO ARTICLE 6 REGARDING CIVIL SERVICE TO STREAMLINE THE CITY'S HIRING PROCESS AND REDUCE THE ROLE OF THE CIVIL SERVICE BOARD IN THAT PROCESS, AND AMENDING THE CAUSES FOR DISCIPLINE; PROPOSING TO AMEND ARTICLE 7 REGARDING THE QUALIFICATIONS OF CANDIDATES FOR CITY OFFICE TO INCREASE THE RESIDENCY REQUIREMENT; REPEALING ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE; AND PROVIDING THAT THE AMENDMENTS PROPOSED SHALL BE EFFECTIVE ONLY UPON THE APPROVAL OF REFERENDUM AS SPECIFIED IN THE ORDINANCE.

This meeting will be held at City Hall. The live meeting will be live-streamed on www.pcbfl.gov. All persons wishing to be heard on the adoption of the Ordinance are invited to appear.

Any person requiring a special accommodation to participate in this meeting because of a disability or physical impairment should contact the Panama City Beach City Clerk, cityclerk@pcbfl.gov or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

All interested persons desiring to be heard on the adoption of the aforesaid ordinance are invited to be

 **Govt Public Notices**

present at the meeting.
CITY OF
PANAMA CITY BEACH, FL

BY: /s/ Lynne Fasone
City Clerk
PUB: December 29, 2021



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Mel Leonard, Building & Planning

2. MEETING DATE:
January 13, 2022

3. REQUESTED MOTION/ACTION:

It is requested that the City Council consider the annual update to the Capital Improvements Schedule of the Comprehensive Plan and approve with any needed changes.

4. AGENDA:
REGULAR AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes
Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Economic Development
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Attached is the draft annual update to the City's Capital Improvements Schedule as required by the State. The Capital Improvements Schedule is required to show only those projects necessary to maintain the adopted levels of service established in the City's Comprehensive Plan. The Capital Improvements Schedule is no longer sent to the State Department of Economic Opportunity for review but is adopted by approval of a local ordinance. The Planning Board recommended approval at their December 8, 2021 meeting.

Staff recommends approval of the schedule with any needed changes.

[Ord 1578.Capital Improvement Schedule.Annual Update.pdf](#)
[Capital Improvement Schedule 21-22.pdf](#)

ORDINANCE NO. 1578

AN ORDINANCE AMENDING ORDINANCE 1688, KNOWN AS THE 2021 AMENDED AND RESTATED CITY OF PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN; AMENDING THE CAPITAL IMPROVEMENT ELEMENT TO UPDATE THE SCHEDULE OF CAPITAL IMPROVEMENTS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the Panama City Beach Council adopted the 2021 Amended and Restated City of Panama City Beach Comprehensive Growth and Development Plan (the Comprehensive Plan) on November 10, 2021, by Ordinance No. 1688; and

WHEREAS, the City has prepared the annual update to the Capital Improvement schedule, and desires to amend the Capital Improvement Element of said Comprehensive Plan by ordinance to comply with the provisions of Section 163.3177(3)(b), Florida Statutes; and

WHEREAS, the Panama City Beach Planning Board reviewed the amendment request on December 8, 2021, and recommended approval; and

WHEREAS, on _____, the City Council conducted a properly noticed hearing to consider the updates to the schedule of Capital Improvements and adopted this Ordinance during that hearing.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The **attached** Capital Improvements Schedule for planning improvements within the years 2022 through 2027 is hereby adopted.

SEE ATTACHED COMPOSITE EXHIBIT A
SETTING FORTH THE UPDATED CAPITAL
IMPROVEMENTS SCHEDULE

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ of _____, 2022.

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____, 2022.

Mark Sheldon, Mayor

PUBLISHED in the Panama City News Herald on the ____ day of _____, 2022.

POSTED AT www.pcbfl.gov on _____, 2022.

Lynne Fasone, City Clerk

CAPITAL IMPROVEMENTS SCHEDULE

City of Panama City Beach FY 21/22

Traffic Circulation		Funding Source	Current Status	21-22	22-23	23-24	24-25	Beyond 25-26
1.	Clarence Av. Road Widening with sidewalks. Improve various street surfaces and shoulders	Gas Tax	On Hold					
2.	Alf Coleman Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$26,000,000 total cost \$7,400,000 spent to date	\$2,200,000				\$16,982,600
3.	N. Thomas Drive -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$990,000 spent to date \$31,000,000 total cost					\$30,010,000
4.	Hill Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$160,900 spent to date \$16,500,000 total cost					\$16,339,100
5.	Powell Adams Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA Prop. Share	Seg. I Completed \$3,000,000 \$6,000,000 total cost for Seg. II					\$6,000,000

Traffic Circulation		Funding Source	Current Status	21-22	22-23	23-24	24-25	Beyond 25-26
6.	S. Thomas Drive -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Construction completed in '13 \$14,230,000 total cost					
7.	Clara Avenue -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$124,000 spent to date \$22,000,000 total cost					\$21,876,000.00
8.	Front Beach Road Segment 1 (S. Thomas to N. Thomas Drive) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA Part of South Thomas Dr. project. See project #6.	Construction completed in '13 \$11,130,000 total cost					
9.	Front Beach Road Segment 2 (Jackson Blvd. to S. Thomas) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Spent to date \$14,500,000					

Traffic Circulation		Funding Source	Current Status	21-22	22-23	23-24	24-25	Beyond 25-26
10.	Front Beach Road Segment 3 (State Road 79 to Lullwater Dr) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA FDOT Prop. Share	Design Const. and Util. CE&I and Post Design \$630,000 Spent to date. \$24,000,000 total cost.	\$7,500,000	\$3,000,000			
11.	S. Arnold Road (SR 79) -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA TRIP funding FDOT FDOT 5-Year Work Program	TRIP funding granted for PDE \$1,185,013 spent to date \$15,000,000 total cost	\$7,500,000	\$3,000,000			
12.	Front Beach Road Segment 4.1 (Lullwater Dr. to Hill Rd.) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way, construct. \$650,000 Spent to date	\$7,000,000	\$10,900,000	\$9,000,000	\$7,300,000	
13.	Front Beach Road Segment 4.2 (Hill Rd. to Hutchison Blvd.) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way, construct.	\$400,000	\$12,000,000	\$12,000,000	\$10,000,000	

Traffic Circulation		Funding Source	Current Status	21-22	22-23	23-24	24-25	Beyond 25-26
14.	Front Beach Road Segment 4.3 (Hutchison Blvd. to R Jackson) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way, construction	\$1,500,000	\$1,800,000	\$10,000,000	\$15,000,000	\$13,000,000
15.	Cobb Road -ped/bic. improvements -landscaping -streetscaping	FBR-CRA	No activity to date \$13,000,000 total cost					\$13,000,000
16.	Nautilus Street -landscaping -streetscaping	FBR-CRA	\$15,000,000 total cost					\$15,000,000
17.	North Thomas Drive Parking Lot	FBR-CRA Prop. Share	\$5,250,000 spent Parking lot stabilized					
18.	Multimodal Center West	FBR-CRA	No Activity to date					
19.	Phillip Griffiths Parkway Phase III	FDOT 5-Year Work Program	New Road Construction	\$2,000,000				
20.	PCB Parkway (Mandy Lane to Nautilus St.)	FDOT 5-Year Work Program	Add Lanes & Reconstruct	\$933,910				Ongoing
21.	PCB Parkway Walton Co. Line to SR 79	FDOT 5-Year Work Program	Preliminary Design PD&E Study	\$93,745				Ongoing
22.	West Bay Parkway from Walton County to SR 79 (needed to meet future demand)	FDOT 5-Year Work Program	Preliminary Design PD&E Study	\$2,545				Ongoing

Recreation & Open Space		Funding Source	Current Status	21-22	22-23	23-24	24-25	Beyond 25-26
23.	Multi Use Path/Trail From East Side of Trieste Subdivision to Breakfast Point Subdivision	City Matching Funds \$250,000 & Sun Trail Grant \$904,716	Design Complete	Permitting Ongoing	\$1,000,000			
24.	Multi Use Path from Walton Co. to Heather Drive along PCB PKWY Part of Resurfacing and Intersection Improvements	FDOT 5-Year Work Program	\$21,873,984					
Schools								
25.	See Note #2 at end of report.	School Board						

Potable Water, Wastewater, and Reuse		Funding Source	Current Status	21-22	22-23	23-24	24-25	Beyond 25-26
Potable Water								
26.	Bid-A-Wee Water Main Replacements	Utility	\$1,615,280 Balance to Finish	1,595,288				
27.	System Extensions & Loops	Utility	\$2,501,250 Balance to Finish	\$500,000	\$550,000	\$500,000	\$500,000	\$500,000
28.	Bay Parkway to Nautilus Water Main	Utility	\$280,000 Balance to Finish					
29.	West End Storage Tank and Pump Station	Utility	\$7,330,000		\$250,000	\$3,500,000	\$3,630,000	
30.	West End Transmission Main	Utility	\$9,975,000			\$125,000	\$450,000	\$475,000

Potable Water, Wastewater, and Reuse		Funding Source	Current Status	FY 21-22	FY 22-23	23-24	24-25	Beyond 25-26
Wastewater and Reuse								
31.	New Wastewater Treatment Plant 4 MGD Phase 1	Utility	\$49,015,000 Balance to Finish	\$468,000	\$780,000	\$1,000,000	\$20,000,000	\$26,767,000
32.	Utilities Admin & Support Building			\$110,000	\$1,777,000	\$1,183,127		
33.	Lift Station #73 Cobb Rd. Replacement	Utility	\$2,686,119 Balance to Finish	\$100,000	\$750,000	\$1,836,119		
34.	SR 79 Reclaimed Transmission Main	Utility	\$2,886,000 Balance to Finish			\$800,000	\$2,086,000	
35.	Lift Station # 4 Driftwood. Replacement	Utility	\$3,752,436 Balance to Finish	\$1,630,000	\$2,122,436			
36.	Waste / Reclaimed System extentions / loops	Utility	\$1,380,000 Balance to Finish			\$350,000	\$350,000	\$680,000

Stormwater Improvements		Funding Source	Current Status	FY 21-22	FY 22-23	23-24	24-25	Beyond 25-26
37.	Stormwater Improvements	Stormwater Utility Assessments/ \$21m Grant		\$4,039,000	\$18,055,000	\$5,940,000	\$2,774,000	\$1,383,000

Prop. Share Projects		Funding Source	Current Status	FY 21-22	FY 22-23	23-24	24-25	Beyond 25-26
1.	US 98 Int. w/ Hill Rd. and US 98 Int. w/ Clara Avenue (needed to meet future demand)	Seahaven Prop. Share	\$300,000 based on trip triggers					
2.	US 98-Hill Rd. 6-laning (needed to meet future demand)	Seahaven Prop. Share	\$1,350,000 (trip triggers)					
3.	US 98-Clara Ave. 6-laning (needed to meet future demand)	Seahaven Prop. Share	\$1,350,000 (trip triggers)					
4.	PD&E for US 98 from SR 79 to Thomas Drive flyover (needed to meet future demand)	Seahaven Prop. Share	\$2,000,000 (trip triggers)					
5.	ITS for US 98 from Phillips Inlet to Thomas Dr. flyover (needed to meet future demand)	Seahaven Prop. Share	\$1,000,000 (trip triggers)					
6.	Hill Rd. Improvements (needed to meet future demand)	Seahaven Prop. Share	\$938,766 (trip triggers)					

Notes

1. The City of Panama City Beach hereby adopts by reference the most current 5-year Schedule of Improvements as adopted by the FDOT, District 3 and the Bay County TPO.
2. The City of Panama City Beach hereby adopts by reference the Bay County School District's most current Work Plan.
3. The FBR-CRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 21/22 is approximately \$12,000,000.
4. The City of Panama City Beach will coordinate with the most current Water Supply Plan as formally adopted by the Northwest Florida Water Management District.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Holly White, Utilities

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Approve Resolution awarding sale of 0.23 acres surplus vacant real property located at 3304 Jan Cooley Drive (former Bay Point water tower site) for \$36,000.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** No

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health

Economic Development

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City's utility department owns a parcel of vacant land, approximately 0.23 acres, located at 3304 Jan Cooley Drive which was formerly the site of a water tower. This parcel was declared surplus by the City Council in a prior year and has been publicly advertised for sale twice in the past, as recently as November 2021, with no response. The City recently received an offer on the parcel in the amount of \$36,000.00 which represents the minimum bid required in the ITB that was issued in November 2021. The minimum bid was determined based upon the most recent appraised value as evidenced in the attached appraisal report dated April 20, 2021. The offer was made utilizing the bid form which was included in ITB PCB22-36 and is included in the packet. STAFF RECOMMENDS approval of the sale of 0.23 acres of vacant land located at 3304 Jan Cooley Drive to BP Linx, LLC in the amount of \$36,000.00.

[Res 22-77.Sale of Surplus Lot.3304 Jan Cooley Drive.pdf](#)
[CITY OF PCB - 3304 JAN COOLEY DR - 4-21 \(Report\).pdf](#)
[BID on Water Tower Prop -.pdf](#)
[Contract 3304 Jan Coole Dr - BP Linx rev.pdf](#)
[EX A rev.docx](#)

RESOLUTION NO. 22-77

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT TO SELL SURPLUS CITY PROPERTY, PARCEL 31306-012-040, LOCATED AT 3304 JAN COOLEY DRIVE TO BP LINX, LLC, IN THE AMOUNT OF \$36,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and BP Linx, LLC, relating to the sale of .23 acres of vacant surplus City property, Parcel 31306-012-040, located at 3304 Jan Cooley Drive, in the basic amount of Thirty Six Thousand Dollars (\$36,000), in substantially the form **attached** and presented as Exhibit A to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

WATER TOWER SITE
3304 JAN COOLEY DRIVE
PANAMA CITY BEACH, FLORIDA 32408

APPRAISAL REPORT

PROPERTY

A 0.23 Acre Site
(Former Water Tower Site)

LOCATION

3304 Jan Cooley Drive
Panama City Beach, Florida 32408

VALUATION DATE

April 19, 2021

DATE OF APPRAISAL

April 20, 2021

PREPARED FOR

The City of Panama City Beach
c/o Amy Myers, City Attorney
116 South Arnold Road
Panama City Beach, Florida 32413

**CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.
11 WEST 23RD STREET – SUITE D
PANAMA CITY, FLORIDA 32405
PHONE (850) 769-9455
EMAIL: rccmai@bellsouth.net**

CHANDLER AND ASSOCIATES

OF PANAMA CITY, INC.

REAL ESTATE APPRAISERS

11 West 23rd Street, Building D

Panama City, Florida 32405

(850) 769-9455 office

RANDALL C. CHANDLER, MAI

PRESIDENT

April 20, 2021

The City of Panama City Beach
c/o Amy Myers, City Attorney
116 South Arnold Road
Panama City Beach, Florida 32413

Re: Former Water Tower Site
3304 Jan Cooley Drive
Panama City Beach, Florida 32408

Dear Ms. Myers:

In accordance with your request for an appraisal of the above referenced property, I hereby submit my report. I certify that I have made a personal inspection of the property and, to the best of my knowledge, the data contained in the following report is true and correct. The opinions and conclusions expressed herein are applicable to market conditions existing on April 19, 2021. The analysis, opinions and conclusions set forth herein were developed, and this appraisal report was prepared, in conformity with the Code of Professional Ethics and Standards of Valuation Practice of the Appraisal Institute, as well as, the Uniform Standards of Professional Appraisal Practice.

According to the legal description set forth on the last deed of record, the subject site contains 0.23 acres of gross land area. It fronts 100 feet on Jan Cooley Drive and features a depth of 100 feet. The property is owned by the City of Panama City Beach and it is therefore currently zoned Public-Institutional. It adjoins a property which is zoned R-1, Single Family Residential. For the purpose of this analysis, we have assumed the subject site could be re-zoned R-1. The aforementioned assumption was discussed with the client and approved by the client prior to the preparation of this appraisal report.



The subject property is located within the Bay Point Development of Regional Impact. However, it is outside of the gated community. It is located adjacent to a golf course maintenance facility that is incompatible with single family residential development. This adverse factor materially impacted the market value estimate set forth herein.

Please note this letter is only intended to transmit the attached appraisal report. Subject to the assumptions and limiting conditions set forth in the following appraisal, it is my opinion the market value of the property rights appraised is as follows:

ESTIMATED AS-IS MARKET VALUE: ***\$36,000***

ESTIMATED EXPOSURE TIME: ***9 to 12 months***

Thank you for favoring our firm with this appraisal request. Should you have any questions concerning the attached report, please do not hesitate to advise.

Respectfully Submitted,
CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.

Randall Chandler

Randall C. Chandler, MAI
State-Certified General Real Estate Appraiser RZ156

TABLE OF CONTENTS

CERTIFICATION	1
ASSUMPTIONS AND LIMITING CONDITIONS	3
EXTRAORDINARY ASSUMPTIONS	6
HYPOTHETICAL CONDITIONS	7
SCOPE OF WORK	7
INTRODUCTION	7
PURPOSE OF THE APPRAISAL	8
APPRAISAL PROBLEM	8
REPORT FORMAT / APPLICABLE STANDARDS	8
CLIENT AND OTHER INTENDED USERS OF THE APPRAISER'S	
OPINIONS AND CONCLUSIONS	8
INTENDED USE OF THE APPRAISER'S OPINIONS AND CONCLUSIONS	8
PROPERTY INTEREST APPRAISED	8
DEFINITION OF MARKET VALUE	9
EFFECTIVE DATE OF THE APPRAISER'S OPINIONS AND CONCLUSIONS	10
DATE OF THE REPORT	10
INFORMATION RELIED ON TO DEVELOP THE APPRAISER'S	
OPINIONS AND CONCLUSIONS	10
EXTENT OF THE PROPERTY INSPECTION	10
EXTENT OF DATA RESEARCHED	10
PROPERTY TAX DATA	11
BRIEF HISTORY OF OWNERSHIP	11
LOCATION MAP -- CLOSE	12
LOCATION MAP -- FAR	13
MARKET AREA - NEIGHBORHOOD ANALYSIS	14
GROUND PHOTOS	17
AERIAL VIEW -- CLOSE	21
AERIAL VIEW -- FAR	22
SITE DATA	23
LOCATION	23
LEGAL DESCRIPTION	23
TOPOGRAPHY AND ELEVATION	23
ACCESS	23
JURISDICTIONAL WETLANDS	23
EASEMENTS AND ENCROACHMENTS	24
COVENANTS AND RESTRICTIONS	24
FLOOD DESIGNATION	24
ZONING AND FUTURE LAND USE CLASSIFICATION	24
UTILITIES	24
ENVIRONMENTAL CONSIDERATIONS	24
ZONING MAP	25
FUTURE LAND USE MAP	26
FEMA FLOOD ZONES MAP	27
WETLANDS MAP	28
HIGHEST AND BEST USE	29

TABLE OF CONTENTS (Continued)

HIGHEST AND BEST USE AS IF VACANT	33
PHYSICALLY POSSIBLE USES	33
LEGALLY PERMISSIBLE USES	33
ECONOMICALLY FEASIBLE / MAXIMALLY PRODUCTIVE USE	33
HIGHEST AND BEST USE AS IMPROVED	33
LAND VALUATION	34
SALES COMPARISON APPROACH	34
ALLOCATION	34
EXTRACTION	34
SUBDIVISION DEVELOPMENT	35
LAND RESIDUAL ANALYSIS	35
DIRECT CAPITALIZATION VIA GROUND RENTS	35
SUMMATION	35
LOT SALE NUMBER ONE	37
LOT SALE NUMBER TWO	44
LOT SALE NUMBER THREE	52
LOT SALE NUMBER FOUR	59
TABLE OF ADJUSTMENTS	65
ANALYSIS OF RESIDENTIAL LOT SALES DATA	66
SELECTION OF COMPARABLE SALES	66
UNIT OF COMPARISON	67
QUANTITATIVE VS. QUALITATIVE ANALYSIS	67
ELEMENTS OF COMPARISON	67
LOCATION	68
ELEVATION / TOPOGRAPHY	68
VIEW	68
AVERAGE WIDTH	68
UTILITIES	68
SIZE / LAND AREA	68
VALUE SUMMATION	69
MARKET EXPOSURE TIME	69
ADDENDA	70
BAY COUNTY PROPERTY APPRAISER'S TAX RECORDS	71
WARRANTY DEED	74
APPRAISER'S QUALIFICATIONS	81

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Valuation Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- As of the date of this report, Randall C. Chandler, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.

- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment, except as otherwise noted. ¹ No prior services provided within the last three years.

ESTIMATED AS-IS MARKET VALUE: ***\$36,000***

ESTIMATED EXPOSURE TIME: ***9 to 12 months***

April 20, 2021
Date

Randall Chandler
RANDALL C. CHANDLER, MAI
Physically Inspected Property
State-Certified General Real Estate Appraiser RZ156

¹ USPAP 2020-2021 Edition

ASSUMPTIONS AND LIMITING CONDITIONS

The Certification appearing in the appraisal report is subject to the following conditions and to such other specific assumptions and limiting conditions as are set forth by the appraiser.

Title Issues: No opinion as to title is rendered. Data relative to ownership and legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised assuming responsible ownership and competent management and assuming the property is available for its highest and best use. The appraiser reserves the right to revise the market value estimate if it is determined that encumbrances, easements, restrictions, liens or other legal matters, unknown to the appraiser at the time of the report, effect the use or marketability of the property. The client did not provide the appraiser with a title insurance policy or an abstract of title. We have assumed the property is owned in a fee simple estate unencumbered by any significant limitations of title.

Legal Matters: No opinion is intended to be expressed for legal matters or matters that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in general terms in the report.

Surveys and Land Area Calculation: If a survey or engineering study is not made available to the appraiser, the appraiser may estimate the size and area of the property from sources generally considered reliable. No encroachment of real property improvements is assumed to exist. Should a survey reflect dimensions or land area other than those estimated by the appraiser, the appraiser reserves the right to revise the market value estimate accordingly. At times, it is necessary for appraisers to prepare value estimates without the aid of surveys and engineering studies. The appraiser assumes no responsibility for estimates required to prepare an appraisal in lieu of surveys and engineering studies.

Maps and Exhibits: Maps, plats and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

Mineral Reservations: No opinion is expressed as to the value of sub-surface oil, gas or mineral rights and it is assumed that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.

Geological Conditions: The appraiser assumes that there are no hidden or unapparent conditions of the property or subsoil, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

Expert Witness Testimony: The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefore. It is understood that any future agreements concerning court testimony will acknowledge that the appraiser is an expert in the field of real property valuation and is entitled to a fee of not less than \$250 per hour and/or a minimum expert witness fee of \$400.00.

Sources Deemed Reliable: Information, estimates, and opinions furnished to the appraiser, and contained in this report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser, and contained in this report, can be assumed by the appraiser.

Disclosure: Disclosure of the contents of the appraisal report is governed by the bylaws and regulations of the professional appraisal organizations, with which the appraiser is affiliated.

Appraisal Institute Requirements: Neither all nor any part of the contents of this appraisal or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or other media without written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which is connected, or any reference to the Appraisal Institute or to the MAI and/or SRA designation. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.

Environmental Influences: Unless otherwise stated in this report, the existence of hazardous substances, including without limitation, asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde, foam insulation, or other hazardous substances or environmental conditions, which may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.

ADA Compliance: The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property.

Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

Client Requirements: The acceptance of this report by the client is acknowledgment that the client has personally read the report and specifically agrees that the data set forth herein is accurate to the best of the client's knowledge. As part of the appraiser/client employment agreement, the client agrees to notify the appraiser of the existence of any error, omission or invalid data within 15 days of receipt and return the report along with all copies to the appraiser for correction prior to any use whatsoever.

Use of Report: Neither all, nor any part of the contents of the report, or copy thereof shall be used for any purposes by anyone but the client specified in the report, the mortgagee or its successors or assigns, without the previous written consent of the appraiser.

Structural Inspection: This appraisal/inspection is not a building inspection, structural inspection, or pest inspection. By preparing this report, the appraiser is not acting as a home/building inspector, structural engineer, or pest inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have the structure inspected by an inspector that offers such warranted or guaranteed inspection if there is any concern regarding adverse or negative conditions.

Zoning Compliance: It is assumed that the property conforms to all applicable zoning and future land use regulations and restrictions, and that any uses of the property considered in the highest and best use analysis found herein would be permitted.

Occupational and Other Licenses: It is assumed that all required licenses, certificates of occupancy, permits, consents, and other legislative or administrative authority from any local, state, or national government have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.

Compliance with Federal, State, and Local Laws: It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations.

Encroachment onto Adjacent Lands: It is assumed that the use of the land is within the boundaries of the property.

Market Condition Effects on Value: The opinions of value used in reaching the final opinions of value are as of the effective date of the appraisal. Because the markets upon which this estimate and conclusion are based are dynamic in nature, they are subject to change over time. Further, the appraisal report and value opinions are subject to change if future physical, legal, financial, and other conditions differ from conditions on the appraisal date.

Changes and Modifications: The appraiser reserves the right to alter statements, analyses, conclusions, or value opinions in the appraisal if facts become known that are pertinent to the appraisal process that were unknown to the appraiser at the time of report preparation.

Fee: The fee for this appraisal or study is for the service rendered and not for the physical report or time spent preparing the physical report itself. The fee for provision of this report is for analytical services provided by the appraiser and has no relation to the final value reported.

Confidentiality: This appraisal is to be used only in its entirety; no part is to be used without the entire report. All conclusions and opinions concerning the analysis set forth in the report were prepared by the specific appraiser whose signature appears on the appraisal report. No change in the report shall be made by anyone other than the appraiser. The appraiser shall not divulge the material contents of this report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or the client's designee as specified in writing, except as may be required by appraisal organizations to which the appraiser belongs, as they may request in confidence for ethics enforcement, or by court of law or other body with power of subpoena.

Acceptance of Condition: Acceptance of, and/or use of, the appraisal report by the client or any third party constitutes acceptance of the previous conditions.

EXTRAORDINARY ASSUMPTIONS

The 2020-2021 edition of the Uniform Standards of Professional Appraisal Practice defines an extraordinary assumption as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.” The comments set forth in USPAP regarding an extraordinary assumption are as follows: “Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.”

1. The property dimensions and the land area were based on the legal description affixed to the last deed of record.
2. The client did not provide the appraiser with a title insurance policy or an abstract of title. We have assumed the property is owned in an unencumbered fee simple estate.

HYPOTHETICAL CONDITIONS

The 2020-2021 edition of the Uniform Standards of Professional Appraisal Practice define a hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”

This appraisal was not predicated on any hypothetical conditions.

SCOPE OF WORK

INTRODUCTION

Scope of work is defined in the 2020-2021 edition of the Uniform Standards of Professional Appraisal Practice as “the type and extent of research and analysis in an assignment.” The scope of work can vary depending upon the needs of the client; however, the minimum scope of work must produce credible assignment results in the context of the intended use. The scope of work is acceptable when it meets or exceeds the expectations of parties who are regularly intended users for similar assignments and it is consistent with what an appraiser’s peers’ actions would be in performing the same or a similar assignment. The scope of work is determined by the problem to be solved. The appraisal problem is typically determined by the following factors: The client and other intended users; the intended use of the appraiser’s opinions and conclusions; the type and the definition of value; the effective date of the appraiser’s opinions and conclusions; the subject of the assignment and the property’s characteristics; and the conditions of the assignment. The appraiser is solely responsible for determining the ultimate scope of work.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the property rights appraised.

APPRAISAL PROBLEM

The appraisal problem to be addressed in this report involves the as-is market value of a tract of land which is essentially vacant except for chain link fencing.

REPORT FORMAT / APPLICABLE STANDARDS

The analysis, opinions, and conclusions set forth herein were developed, and this report was prepared, in conformity with the Code of Professional Ethics and Standards of Valuation Practice of the Appraisal Institute, as well as, the Uniform Standards of Professional Appraisal Practice.

**CLIENT AND OTHER INTENDED USERS OF THE APPRAISER'S
OPINIONS AND CONCLUSIONS**

The client is Amy Myers, City Attorney for the City of Panama City Beach. The intended users are representatives of the City of Panama City Beach.

**INTENDED USE OF THE APPRAISER'S
OPINIONS AND CONCLUSIONS**

The intended use of this appraisal is to assist the client in establishing a reasonable sales price for surplus land owned by the City of Panama City Beach.

PROPERTY INTEREST APPRAISED

The client did not provide the appraiser with a title insurance policy or an abstract of title. We have assumed the property is owned in an unencumbered fee simple estate.

DEFINITION OF MARKET VALUE

The appraiser has estimated the market value of the subject property. The definition of market value follows: “The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.” Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what he considers his own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.²

² Source: Advisory Opinion AO-22; USPAP 2020-2021: This example definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on July 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

**EFFECTIVE DATE OF THE APPRAISER'S
OPINIONS AND CONCLUSIONS**

The market value estimate set forth herein is based on market conditions existing on April 19, 2021.

DATE OF THE REPORT

This appraisal report was completed and conveyed to the client on April 20, 2021.

**INFORMATION RELIED ON TO DEVELOP THE APPRAISER'S
OPINIONS AND CONCLUSIONS**

The opinions regarding market value, highest and best use, and other similar appraisal matters are solely those of the appraiser. Nevertheless, in the course of performing an appraisal, it is reasonable and appropriate for the appraiser to rely on factual information provided by the client, the property owner, or other professionals. Where possible, the sales data reported herein has been appropriately verified with sources deemed to be reliable. The appraiser accepts no responsibility for information obtained from reliable sources which subsequently proves to be inaccurate.

EXTENT OF THE PROPERTY INSPECTION

Randall C. Chandler, MAI performed a physical inspection of the property on April 19, 2021. The extent of the property inspection was adequate to comply with the scope of work.

EXTENT OF DATA RESEARCHED

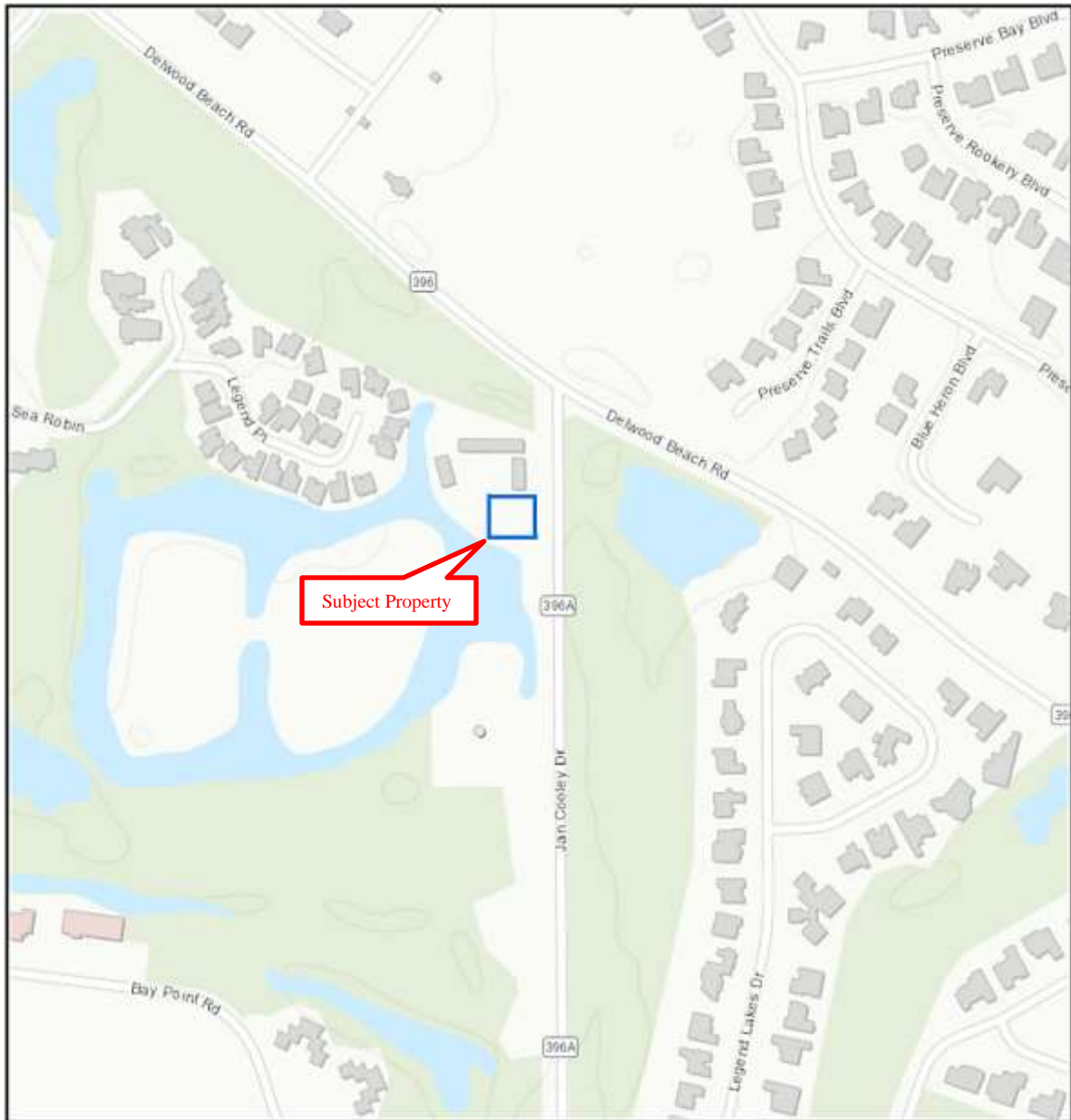
In the course of performing this appraisal, the appraiser researched sales of similar parcels of land located in the eastern quadrant of the Panama City Beach market area. This geographical area includes unincorporated areas of Bay County.

PROPERTY TAX DATA

The subject property is located within the advalorem tax jurisdiction of Bay County, Florida. It is identified on the Bay County tax roll as parcel number 31306-012-040. The 2020 certified value was \$23,400 and the 2021 working value is the same.

BRIEF HISTORY OF OWNERSHIP

The Uniform Standards of Professional Appraisal Practice require the appraiser to disclose any sales of the subject property which occurred three years immediately prior to the valuation date, as well as, any current listings or pending contracts. A cursory review of the public records of Bay County suggest the City of Panama City Beach acquired the property in September of 1989. To the best of the appraiser's knowledge, the property is not subject to a pending contract for sale or listed for sale.



polylineLayer
— Override 1

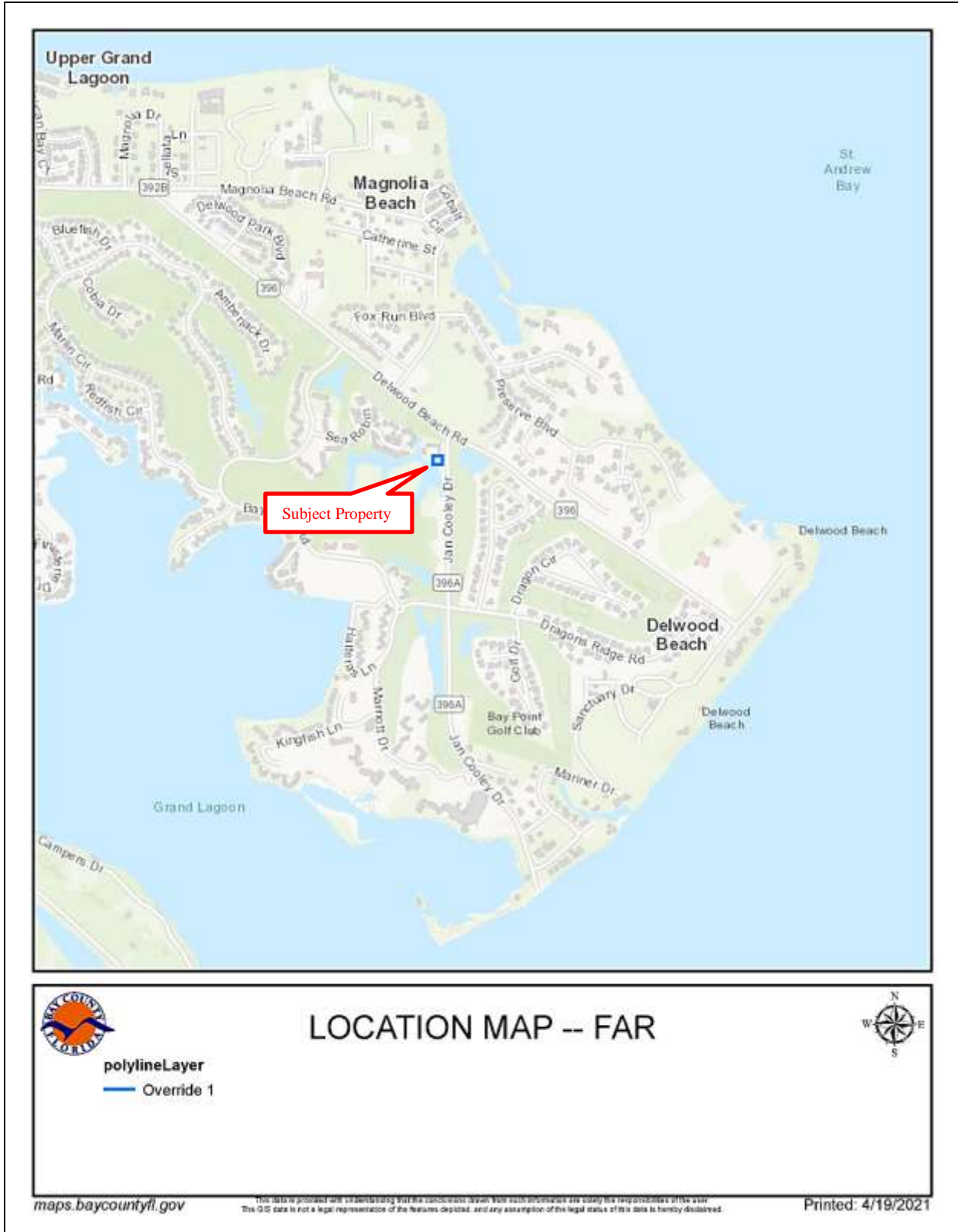
LOCATION MAP -- CLOSE



maps.baycountyfl.gov

This data is provided with the understanding that the user assumes all responsibility for the use of the data. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed.

Printed: 4/19/2021



MARKET AREA - NEIGHBORHOOD ANALYSIS

In appraisal literature, a neighborhood (also referred to as a market area) is generally defined as a group of complementary land uses. A neighborhood exhibits a greater degree of uniformity than the surrounding community and typically includes similar building types, population characteristics, demographics and zoning / land use regulations. Neighborhoods often feature similar rents and occupancy levels, building designs, building ages and land uses. Similar social, economic, governmental and environmental forces influence property values within the area. The boundaries of the neighborhood are identified by determining the area in which market forces effect surrounding properties in the same manner which market influences effect the property appraised. A neighborhood may contain a mixture of uses which support and coexist with each other including residential, commercial, governmental and industrial uses. In contrast, a district is defined as a portion of a neighborhood which is characterized by homogeneous land uses.

The boundaries of a neighborhood or market area may be established by physical factors such as lakes, rivers or may be established by land uses, demographics and other identifiable characteristics. The approximate boundaries of the subject neighborhood are delineated in green on the map set forth in the preceding pages. The reader will note that the subject neighborhood consists of a strip of land which is bounded on the west by the Bay / Walton County boundary line, on the east by St. Andrews Bay, on the south by the Gulf of Mexico, and on the north by the Wild Heron development and those properties fronting the north right of way of U.S. Highway 98. The subject neighborhood includes properties located within the city of Panama City Beach, as well as, properties located in unincorporated areas of Bay County. The subject property is located just south of Delwood Beach Road along the west right-of-way of Jan Cooley Drive in an unincorporated area of Bay County, Florida. The average daily traffic county along Jan Cooley Drive in the immediate vicinity of the subject property is 3,500 vehicles per day and the average daily traffic count on Delwood Beach Road is 7,400 vehicles per day.

The primary traffic arteries serving the subject neighborhood are Panama City Beach Parkway (U.S. Highway 98 / State Road 30), Front Beach Road (Alternate or Scenic Highway 98 / State Road 30-A), and Thomas Drive. Panama City Beach Parkway (U.S. Highway 98) is a four-lane divided highway which serves as a bypass road for the intensely developed sections of Panama City Beach. Front Beach Road (Alternate or Scenic Highway 98) provides access to homes and businesses located in the coastal portion of the neighborhood. Thomas Drive forms a loop and extends in a southerly direction to the beach where it runs parallel with the Gulf of Mexico. Middle Beach Road, also known as Hutchison Boulevard, runs in an east-west direction between Front Beach Road (Scenic Highway 98) and Panama City Beach Parkway (U.S. Highway 98).

The most intensive development is found in the southern portion of the neighborhood along Front Beach Road and Thomas Drive. Between 2002 and 2006, most of the older gulf front motels in the neighborhood were demolished and replaced with high rise condominium buildings. The typical new high rise condominium building features a building height of 22 ± floors. Commercial development within the subject neighborhood is concentrated along the primary traffic arteries and the secondary roads which link the primary traffic arteries. The density and intensity of development generally decreases as one moves north from the beach.

Several major developments have had a significant positive impact on the subject neighborhood. A regional airport was built north of County Road 388, east of State Road 79, and west of State Road 77. This places the regional airport within approximately six to eight miles of the northern boundary of the subject neighborhood. The new regional airport was completed in mid-2010. The St. Joe Company donated 8,000 acres of land for the development of the new airport. This regional airport serves the northwest Florida and south Alabama market area. Bay County approved a sector plan (a major land planning task) which addressed future land uses over 78,000 acres including the regional airport. The sector plan is similar to a development of regional impact study; however, it addresses multiple ownerships. The St. Joe Company recently started construction on a large-scale adult retirement development near the community of West Bay. This large-scale adult retirement community will feature a Margaritaville theme. It will be similar to the Margaritaville development which was constructed near Daytona Beach, Florida.

The Simon Group, which owns the Mall of America and numerous other major retail projects, completed construction in 2008 on the first phase of a large shopping center known as Pier Park. The Pier Park project is located between Front Beach Road and Panama City Beach Parkway in the central portion of the neighborhood just east of State Road 79. The first phase of the development involved approximately 900,000 square feet of retail, restaurant, and entertainment space. A new Walmart Superstore was built adjacent to Pier Park in 2013, and a new 390,000 square foot shopping center was built across from Pier Park in 2013 / 2014.

The property considered herein is located within Bay Point Resort, a Development of Regional Impact. The Bay Point Community Association contains about 1,500 residential units inclusive of a marina and a Jack Nicklaus designed golf course. The subject site is not located within the gated community. It is situated across the street from the Nicklaus Golf Course adjacent to the golf course maintenance facility. A small lake is located south and west of the property appraised. In addition to the Bay Point Development, there are numerous other upscale residential subdivisions in the general vicinity of the property appraised. The adjacent golf course maintenance facility adversely impacts the desirability of the subject site for residential development.

Most of the tourists who visit Panama City Beach arrive by automobile. This possibly explain why tourist visitation to Panama City Beach has continued to grow in spite of the Coronavirus Pandemic. The market area continues to experience new growth and development in both the residential and commercial sectors. It is anticipated that the real estate market will continue to grow with modest to above average rates of appreciation in property values.



View of the subject property looking west from Jan Cooley Drive
Photo taken by Randall Chandler on April 19, 2021



View of the Nicklaus Golf Course looking east across Jan Cooley Drive
Photo taken by Randall Chandler on April 19, 2021



View north along Jan Cooley Drive
Photo taken by Randall Chandler on April 19, 2021



View south along Jan Cooley Drive
Photo taken by Randall Chandler on April 19, 2021



View of the nearby lake from the subject property
Photo taken by Randall Chandler on April 19, 2021



View of the subject site looking west
Photo taken by Randall Chandler on April 19, 2021



View of the adjacent golf course maintenance facility
Photo taken by Randall Chandler on April 19, 2021



polylineLayer
— Override 1

AERIAL VIEW -- CLOSE



maps.baycountyfl.gov

This data is provided with the understanding that the information shown here is only the responsibility of the user. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed.

Printed: 4/19/2021



polylineLayer
— Override 1

AERIAL VIEW -- FAR



maps.baycountyfl.gov

This data is provided with the understanding that the data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed.

Printed: 4/19/2021

SITE DATA

LOCATION

The subject site is located along the west right-of-way of Jan Cooley Drive just south of Delwood Beach Road in an unincorporated area of Bay County, Florida. The mailing address is 3304 Jan Cooley Drive; Panama City Beach, Florida 32408.

LEGAL DESCRIPTION

Commence at the intersection of the South line of Section 11, Township 4 South, Range 15 West, Bay County, Florida, and the West right-of-way line of Jan Cooley Drive; thence N 00°01'47" W along said West right-of-way line 721.80 feet to the POINT OF BEGINNING; thence continue N 00°01'47" W along said West right-of-way line 100.00 feet; thence S 89°58'13" W 100.00 feet; 100.00 feet; thence N 89°58'13" E 100.00 feet to the POINT OF BEGINNING, containing 0.23 acres, more or less.

TOPOGRAPHY AND ELEVATION

The topography of the property is relatively level. The elevation provides adequate drainage of stormwater via runoff to the nearby lake.

ACCESS

Access is provided by Jan Cooley Drive, a two-lane paved traffic artery. The average daily traffic count along Jan Cooley Drive in the immediate vicinity of the subject property is 3,500 vehicles per day.

JURISDICTIONAL WETLANDS

The wetlands overlay map set forth in the following pages suggests the subject site is 100% uplands.

EASEMENTS AND ENCROACHMENTS

The client did not provide the appraiser with a boundary survey. With the exception of a possible fence encroachment, the appraiser is unaware of any easements or encroachments.

COVENANTS AND RESTRICTIONS

The client did not provide the appraiser with a title insurance policy or an abstract of title. This appraisal is predicated on the assumption the subject site is not encumbered by covenants or restrictions which would adversely impact value or marketability.

FLOOD DESIGNATION

According to the FEMA flood overlay map set forth in the following pages, the majority of the subject site is located in flood zone AE. This suggests the property has a 1% chance of annual flooding. This appraiser has lived in the immediate vicinity of the subject site for over 30 years. To the best of his knowledge, the subject site has not previously flooded.

ZONING AND FUTURE LAND USE CLASSIFICATION

The subject property is located within the zoning jurisdiction of Bay County, Florida. It is zoned Public-Institutional primarily due to the fact that it is owned by the City of Panama City Beach. In the appraiser's opinion, there is a strong probability that the subject site could be re-zoned R-1 as it adjoins an R-1 zoning district. The property is also subject to the Bay Point Development of Regional Impact Land Use Regulations.

UTILITIES

All municipal services are available to the adjacent property.

ENVIRONMENTAL CONSIDERATIONS

An environmental audit was not available to the appraiser. The appraiser's inspection of the property did not reveal any readily apparent adverse environmental conditions, although there are fuel tanks on the adjacent property. The client is advised to note that the appraiser does not have the professional expertise to identify environmental contamination.



ZONING

polylineLayer

— Override 1

zoning

■ R-1 Single Family

■ CSVR Conservation Recreation

■ P/I Public/Institutional



maps.baycountycler.gov

This data is provided with the understanding that the conditions shown from each jurisdiction are solely the responsibility of the user. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed.

Printed: 4/19/2021



FUTURE LAND USE



polylineLayer

— Override 1

futurelanduse

REC Recreation

RES Residential

maps.baycountylf.gov

This data is provided with the understanding that the data is not a legal representation of the future land use and any assumption of the legal status of this data is hereby disclaimed.

Printed: 4/19/2021



FEMA FLOOD ZONES



polylineLayer

— Override 1

FEMAfloodzones

AE 1% Chance Annual Flood - BFE determined

maps.baycountycl.gov

This data is provided with the understanding that the user will be responsible for the accuracy of the data. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed.

Printed: 4/19/2021



Subject Property



WETLANDS



polylineLayer

— Override 1

wetlands

■ Freshwater Forested/Shrub Wetland

■ Freshwater Pond

maps.baycountylf.gov

This data is provided with the understanding that the data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed.

Printed: 4/19/2021

HIGHEST AND BEST USE

The 15th Edition of the Appraisal of Real Estate published by the Appraisal Institute states, “the essential components of the analysis of *highest and best use* are contained in the following definition of the term: the reasonably probable use of property that results in the highest value.” The Uniform Appraisal Standards for Federal Land Acquisitions defines highest and best use as the, “highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.” Highest and best use must be reasonably probable, physically possible, legally permissible, and financially feasible.

One of the more significant terms in the definition of highest and best use is the term, “reasonably probable use”. A highly speculative use that involves a high degree of risk may be financially feasible under ideal market conditions, however, it may not be the highest and best use of the property. An opinion of highest and best use must be developed within the context of a well-informed typical buyer. A highly speculative risky use may not be reasonably probable if it is considered to be an inappropriate or unlikely use by a typical well-informed purchaser.

The determination of highest and best use is a critical step in the appraisal process. A reliable market analysis serves as the basis for establishing a reasonable opinion of highest and best use. In the market analysis, the appraiser narrows the focus of the study from a broad macroeconomic view to a study of the data which is pertinent to the subject property. That data is then utilized to identify the most profitable, competitive use to which the subject property can be put. An appraiser’s conclusion regarding highest and best use is the basis upon which comparable sales are selected. In most cases, the comparable sales should have the same general highest and best use as the property appraised.

When appraising an improved property, the appraiser is required to formulate an opinion regarding the highest and best use of the vacant land and the highest and best use of the property as improved. This allows the appraiser to compare and contrast the existing use with the ideal

improvement. An ideal improvement would have no physical deterioration or obsolescence and it would not be an under-improvement or an over-improvement of the land. In analyzing the highest and best use of an improved property, an appraiser should consider alternative uses including: 1) Demolishing the existing improvements and redeveloping the land. 2) Convert, renovate or alter the existing improvements to improve productivity. 3) Retain the improvements and continue the current use. In a market value appraisal, land is always valued as if vacant and available for its highest and best use. Improvements must be valued based on their contribution to the value of the underlying vacant land.

Improved properties which represent an underutilization of the vacant land may contain excess land or surplus land. A site with excess land may have multiple highest and best uses. Surplus land can be utilized for expansion of an existing use or a compatible use. Improvements may also represent an interim use. Whereas highest and best use changes over time, an existing improvement may be demolished or altered significantly in the foreseeable future. In this case, the existing improvements are typically used to offset the cost of ownership. Although there is no specific standard, interim uses do not typically have a remaining economic life of more than five to seven years.

The Uniform Standards of Professional Appraisal Practice require the appraiser to consider any reasonably probable changes in zoning or legal constraints. The 15th Edition of the Appraisal of Real Estate states, “In investigating the reasonable probability of a zoning change, appraisers consider zoning trends and the history of rezoning requests in the market area as well as documents such as the community’s comprehensive plan (or master plan). Appraisers can usually eliminate the following from consideration as potential highest and best uses:

- Uses that are not compatible with existing land uses in the area, such as a gas station in the middle of an exclusive single-unit residential subdivision
- Uses for which zoning changes have been requested but denied in the past, such as industrial use in an area where several industrial zoning changes have been turned down in the past two years

“On the other hand, a zoning change from residential use to commercial use may be reasonable if other properties in the market area have received a similar zoning change recently or if a community’s comprehensive plan designates the property for a use other than its current use. For example, consider a site zoned for single-unit residential use in a transitional neighborhood where zoning on several similar sites has been changed recently to commercial. Also, the city’s comprehensive plan designates the property as lying within a future commercial corridor. Both of these factors may support an appraiser’s conclusion that there is a reasonable probability of rezoning the subject site for commercial use.

“Market evidence supporting the possibility of new zoning can include rezoning applications, zoning hearings, actions by municipalities, and interviews with planning and zoning officials. Even if there is no current market evidence of a zoning change, documented interviews with officials and discussions of zoning practices and histories can be helpful in evaluating the possibility of a zoning change. These interviews, like any other market evidence, may, however, not be “proof” of a likely change or the denial of a change in zoning but rather only support the estimate of the probability of a change or the denial of a change in zoning. Decisions on zoning ordinances are made by elected officials, and the processes are often heavily contested, costly, and time-consuming. The outcomes are not known for certain until official actions are taken.

“The probability of a zoning change is never 100%, which presents appraisers with two challenges in highest and best use analysis:

- To determine if the economic demand for an alternative use of the property being appraised under a potential zoning change is greater than the economic demand for the real estate under the current zoning
- To provide market support for that conclusion

“To manage their risk, most developers contract to buy property “subject to” rezoning approval rather than “as is.” Many pending sales never close because they are subject to rezoning that could not be obtained within the developer’s desired time frame or could not be obtained at all.

“If appropriate for the intended use of the appraisal, a current opinion of market value may be based on the hypothetical condition that the property has already been rezoned as of the current date of value. (However, as stated earlier, some clients will not accept appraisals subject to that sort of hypothetical condition, instead requiring that the property be valued “as is” with the existing zoning and, if appropriate, reflecting any additional value due to the likelihood of a zoning change.) If the date of value is prospective, the opinion of value could be based on the extraordinary assumption that the rezoning will have occurred by the prospective date of value. A current opinion of market value that reflects the existing zoning but also reflects any premium that market participants would pay because of the likelihood of a future zoning change would be the “as is” value. This value would not be based on a hypothetical condition or extraordinary assumption relating to the zoning status.”

Existing uses which do not conform with zoning ordinances, land development codes or other legal constraints may be legally nonconforming uses or illegal uses. It is important that an appraiser carefully analyze available public and private land use constraints in order to make an appropriate determination concerning legally permissible uses. In complex situations, an appraiser may require a legal opinion or the appraiser may utilize extraordinary assumptions regarding legal constraints which are vague or uncertain.

In the final analysis, the determination of highest and best use results from the appraiser’s analytical skill, and the opinion of highest and best use typically represents an opinion which is difficult to prove empirically with market data. An appraiser’s opinion regarding highest and best use should be well supported by a thorough analysis of the property’s physical characteristics, land use constraints, land use trends, and economic considerations.

HIGHEST AND BEST USE AS IF VACANT

PHYSICALLY POSSIBLE USES

The physical characteristics of the subject property were described in detail in the preceding pages. With the exception of size and location, the physical characteristics of the property do not significantly influence highest and best use. The subject site is 100 feet wide, 100 feet deep, and contains 10,000 square feet or 0.23 ± acres. All municipal utilities are available to the property.

LEGALLY PERMISSIBLE USES

As previously noted, the subject site is zoned Public-Institutional as it is owned by the City of Panama City Beach. It adjoins an R-1 zoning district and, in the appraiser's opinion, it could likely be re-zoned R-1. The reader's attention is referred to the extraordinary assumption regarding the potential change in zoning.

ECONOMICALLY FEASIBLE / MAXIMALLY PRODUCTIVE USE

The highest and best use of the subject property is influenced by the adjacent golf course maintenance facility. The appraiser was advised that the adjacent golf course maintenance facility will be re-built to accommodate new buildings. Nevertheless, the maintenance facility will have an adverse influence on a single-family residential use. The appraiser therefore concluded that the highest and best use of the property would involve a "starter home" or a modest rental house.

HIGHEST AND BEST USE AS IMPROVED

The subject site is vacant except for chain link fencing, which would likely be removed by a typical buyer.

LAND VALUATION
(Approaches to Value Used and Excluded)

A variety of appraisal techniques are available to establish the market value of vacant land or an improved site. These appraisal techniques are summarized as follows:

SALES COMPARISON APPROACH

The sales comparison approach is the most common appraisal technique used to establish the value of vacant land. The sales comparison approach is the approved method when comparable sales are available in the market place. In the sales comparison approach, the appraiser compares the subject property with other parcels of vacant land which have sold on the open market. Whereas two properties are seldom exactly alike, adjustments are usually necessary to compensate for differences between properties before any meaningful conclusion can be drawn. Elements of comparison include property rights conveyed, legal encumbrances, financing or terms of sale, conditions of sale including the motivation of the seller, market conditions or appreciation / depreciation since the date of sale, as well as physical and locational characteristics. Through a series of comparisons, a range of value can be established for the subject site with the final value estimate based on the most reliable transactions.

ALLOCATION

Sales of vacant land in densely developed areas may be so scarce that value cannot be established via a direct sales comparison approach. In addition, sales of vacant land in remote rural areas may occur infrequently and comparable data may not be sufficient to support a sales comparison approach. In this case, land value can be estimated by allocation or extraction. In the allocation method, a typical ratio of land value to total value is established for various categories of real estate in specific locations. The percent of land value to total value can be applied to improved sales to abstract a land value estimate. This particular method is primarily utilized in support of other more reliable appraisal techniques.

EXTRACTION

In this analysis, an appraiser deducts the contributory value of the improvements from the total price of an improved property to derive the price paid for the vacant land. The price paid for the vacant land is then compared to the subject site utilizing a sales comparison approach.

SUBDIVISION DEVELOPMENT

The subdivision development approach is used to value land which would be subdivided by a typical purchaser. The subdivision development approach can be applied to the appraisal of a wide variety of land types including commercial, industrial and residential property. A discounted cash flow analysis is utilized to derive a value via the subdivision development approach. A subdivision development approach is often difficult to apply with a great deal of accuracy without the aid of a land planner and engineer. Land planning services are often necessary in order to properly analyze complex legal constraints and engineering services are often required to accurately assess environmental issues such as the impact of wetlands and the cost of development. Even without the aid of the aforementioned services, a subdivision development approach will occasionally be employed to provide support for the value derived from a sales comparison approach.

LAND RESIDUAL ANALYSIS

In land residual technique, the appraiser deducts the rent attributable to the building from total market rent to derive the rent attributable to the vacant land. Rent attributable to the vacant land is capitalized at an appropriate rate to derive a market value estimate. This technique is primarily applicable when the value of the building can be accurately estimated, net operating income can be reasonably supported and land capitalization rates can be accurately estimated.

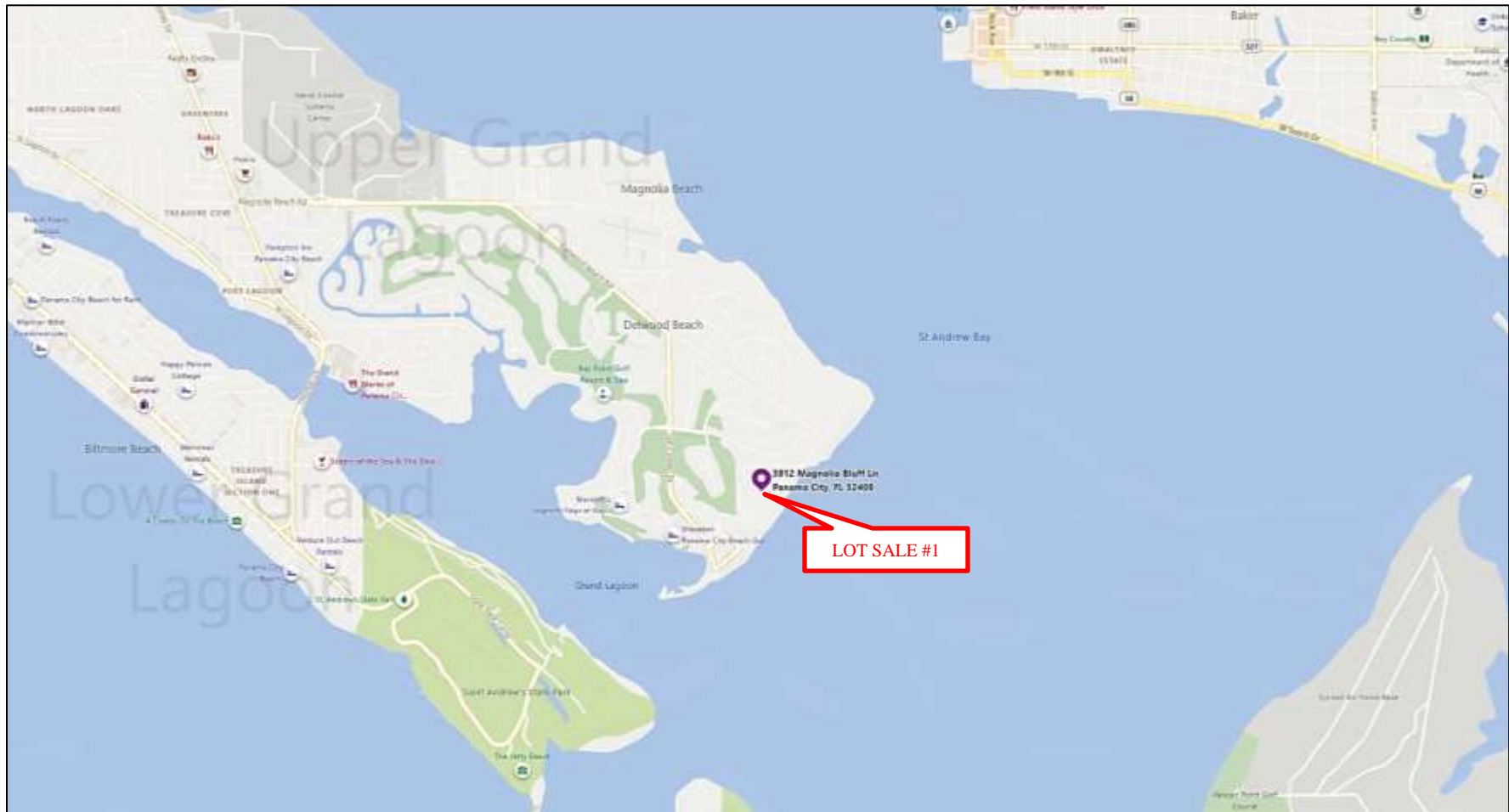
DIRECT CAPITALIZATION VIA GROUND RENTS

Land leases are utilized in this appraisal technique to establish a reasonable net rental rate for the vacant land. An appropriate land capitalization technique is applied to the net rental rate for the vacant land to derive a market value estimate. This technique is primarily applicable to the appraisal of vacant land which is typically leased or rented.

SUMMATION

A sales comparison approach will be used to value the subject site. The use of other less reliable approaches to value would not add to the credibility or reliability of this report or the value estimate set forth herein.

Comparable Lot Sales Data



CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.

LOT SALE NUMBER ONE**TRANSACTION DATA**

GRANTOR: Tina L. Barron

GRANTEE: William R. Holloway & Barbara J. Holloway

DEED DATE: September 30, 2020

SALES PRICE: \$36,000

RECORDING DATA: OR 4306 Page 739
Bay County, Florida

TERMS OF SALE: Cash to seller

VERIFICATION: Listing realtor via Multiple Listing Service,
warranty deed and property appraiser's tax records
by Randall Chandler

CONDITIONS OF SALE: Arm's length transaction

MLS NUMBER: 683325

PROPERTY DESCRIPTION

TAX PARCEL ID NUMBER: 31368-203-000

LOCATION: 3912 Magnolia Bluff Lane
Panama City Beach, Florida 32408
Sanctuary Beach Subdivision

LAND AREA: 0.17 acres

AVERAGE LOT WIDTH: 60 feet

UTILITIES: All municipal services

LOT SALE NUMBER ONE (Continued)

SALE ANALYSIS

PRICE PER LOT: \$36,000

COMMENTS: This lot is located in a gated community within one mile of the property appraised. It was on the market for 477 days.

Agent Copy 683325 3912 Magnolia Bluff Lane, Panama City Beach, FL 32408 Residential Land-Sold \$36,000

List Price: \$42,500 Sub-Type: Residential Lots
 List Price/Acre: \$250,000 Acreage: 0.17
 Area: 03 - Bay County - Beach Lot Dimensions: 60 x 120
 Sub Area: 0319 - Beach - East HOA Fee: Yes
 County: Bay HOA Amount: 150
 Community/Resort: None HOA Frequency: Quarterly
 Elementary School: Paltonis Lot/Block: 25/F
 Middle School: Surfside Section/Range: 14/15W
 High School: Arnold Township: 4S
 Parcel ID: 31366-203-000
 Subdivision: Sanctuary Beach



Directions: Thomas Drive to Magnolia Beach stay right on Delwood Beach Road, Right on Delwood Drive to Cottage Cove Lane to Sanctuary Drive,

Legal Description: SANCTUARY BEACH LOT 25 BLK F ORB 3472 P 569

Remarks: Sanctuary Beach is an exclusive gated community located close to golf, tennis, marinas, shopping and dining. The community has a beautiful gated pool with separate bathroom facilities for men and women and a BBQ area as well just a short walk from this property. Hurricane Special Assessment already paid.

Agent to Agent Remarks: Diamond Title Company Pat Diamond 11056 Hutchinson Blvd Panama City Fl 324-3434 Gate Code 2019#

Office Remarks:

Assumable Mtg Typ: None Present Zoning: Resid Single Family
 Documents: Covenants and Restrictions; Seller Disclosure Project Facilities: Gated Community; Pool; Security-Gate
 Fees Include: Accounting; BBQ Pit/Grill; Gated Community; Picnic Area; Pool Showing: Go Show
 Financing: None Utilities: All Utilities; Community Sewer; Community Water; Electric; Electric - 220/240
 Lot Access: County Road
 Lot Features: Covenants; Rec Subdiv; Restrictions; Within 1/2 Mile to Water; Wooded

Last Tax Year: 2017	Dual/Variable Rate: No	New Buyer Fee: Yes
Last Taxes: 340 Tax Estimate	Is Subject Leased: No	New Buyer Fee Amt: 1,900
Named Exception: No	Assc Mgmt Company: Burg	New Buyer Fee Paid: \$
Brokerage Interest: No Interest	Assc Mgmt Contact: CLAIRE850-236-1912	Seller Nm (Lst,Frst): Barron
	Limited Service List: No	
	As Is: Yes	

List Date: 05/06/2019	Cumulative DOM: 477	List Type: Exclusive Office/Agency
Projected Close Date: 09/30/2020	Days On Market: 477	Agency Relationship: Transaction Broker
Status Change Date: 09/30/2020	Mortgage Type: Cash	Bonus: No
Under Contract Date: 08/25/2020	Sold Date: 09/30/2020	No Brokerage Comp: 1%
DUC: 36 days	Sold Price: \$36,000	Single Agent Comp: 2.75%
Office Exclusive: No		Trans Broker Comp: 2.75%
Original List Price: 59,900		Buyer Name: Holloway
Previous Price: 49,900		

	Name	Office	Primary	Office	E-mail
Listing Member:	Alan W Graham B1272	Counts Real Estate Group Inc BSGC	850-896-2648	850-249-3615	AlanW.Graham@Gmail.com
Selling Member:	Thomas Bachelder B5893	Panhandle Real Estate BPHD	850-866-5577	850-522-8955	thombachelder@gmail.com

Information is deemed to be reliable, but is not guaranteed. © 2021 MLS and FBS. Prepared by Randy Chandler on Monday, April 19, 2021 8:13 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

II Kinsaul, Clerk Bay County, Florida D DOCTAX PD \$252.00 Deputy Clerk KB Trans # 1629543

This Instrument Prepared by: Pat Diamond
 An Officer of Diamond Title Agency, Inc.
 For Purposes of Title Insurance
 File No. 20-38148
 Parcel ID No. 31368-203-000

36,000

Warranty Deed

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

Made September 30, 2020, BETWEEN

Tina L. Barron, a widow, being the widow of Carlton K. Barron, deceased and his successor in an estate by the entireties in the real estate hereby conveyed

whose post office address is: 2329 Mound Avenue, Panama City, Florida 32405

GRANTOR, and

Barbara J. Holloway and William R. Holloway, wife and husband

whose post office address is: 4713 Bigleaf Lane, Panama City Beach, Florida 32408

GRANTEE

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Bay County, Florida to-wit:

Lot 25, Block F of Sanctuary Beach according to the Plat thereof as recorded in Plat Book 21, Page 35, of the Public Records of Bay County, Florida.

Grantor herein affirms that she and Carlton K. Barron remained continuously married to each other from prior to acquisition of subject property until his death on July 3, 2019.

Said property is not the homestead of the Grantor(s) under the laws and Constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

Subject to easements and restrictions of record, if any, which are specifically not extended or reimposed hereby. Subject to 2020 taxes and assessments.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Page 1 of 2

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Pat Diamond
Witness #1 Signature **Pat Diamond**

Tina L. Barron (Seal)
Tina L. Barron

Witness #1 Print Name
Brandy Randall
Witness #2 Signature **Brandy Randall**

Witness #2 Print Name

STATE OF Florida

COUNTY OF Bay

The foregoing instrument was acknowledged before me by means of () physical presence of () online notarization, this September 30, 2020, by Tina L. Barron, who is/are personally known to me or have produced the identification identified below, who is/are the person(s) described in and who executed the foregoing instrument, and who after being duly sworn say that the execution hereof is their free act and deed for the uses and purposes herein mentioned.

- () To me personally known
- () Identified by Driver's License
- () Identified by _____

My Commission Expires: _____

Commission No.: _____

Pat Diamond
Notary Public

Pat Diamond
Please Print Or Type Name As It Appears





polylineLayer
— Override 1

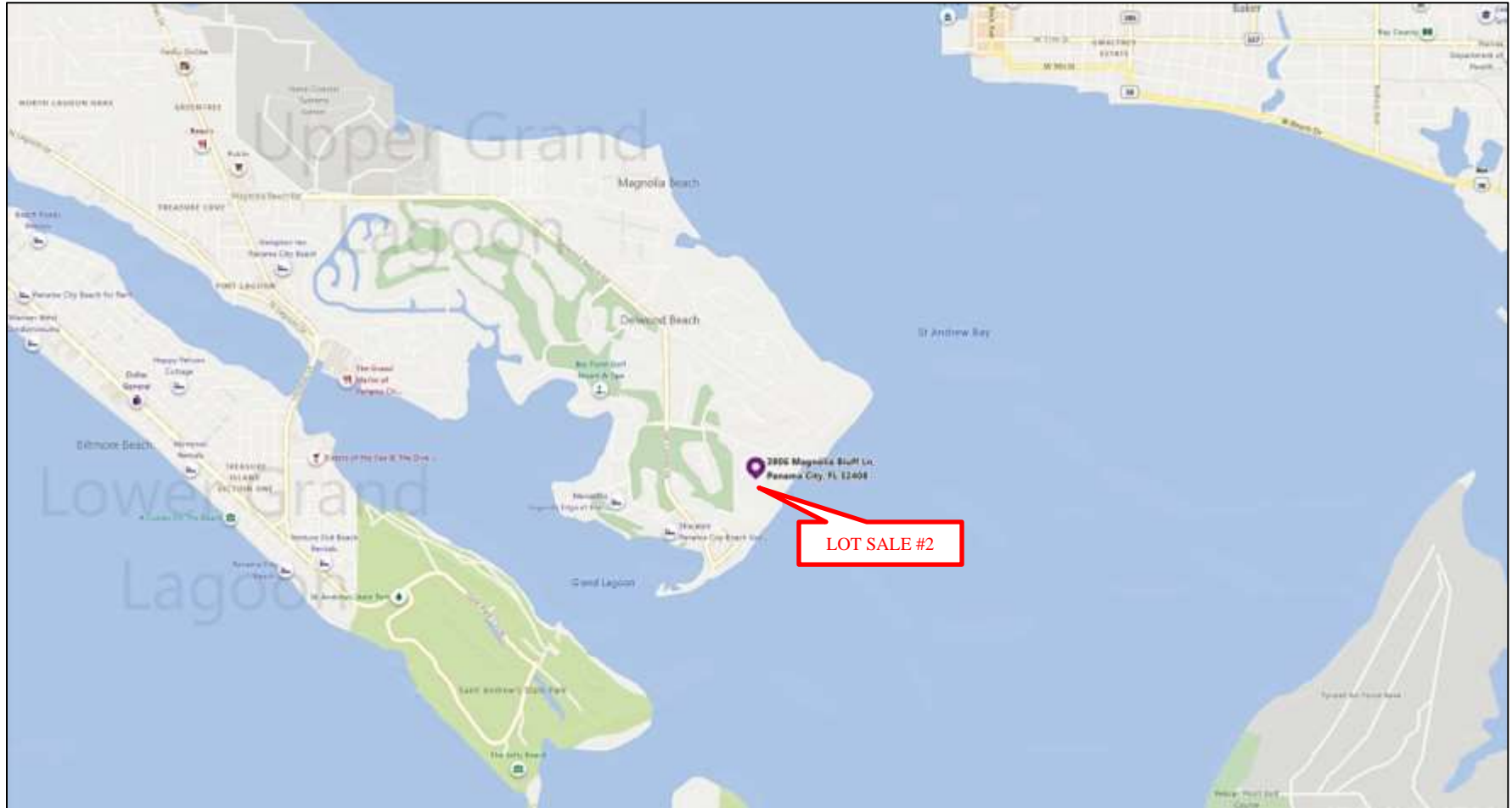
AERIAL VIEW



maps.baycountyfl.gov

This data is provided with understanding that the conclusions drawn from such information are solely the responsibility of the user. The GIS data is not a legal representation of the territory depicted, and only a suggestion of the legal status of the data is hereby established.

Printed: 4/19/2021



CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.

LOT SALE NUMBER TWO**TRANSACTION DATA**

GRANTOR:	Angelwood, LLC
GRANTEE:	A Crecco Investment, LLC
DEED DATE:	March 8, 2021
SALES PRICE:	\$45,000
RECORDING DATA:	OR 4378 Page 283 Bay County, Florida
TERMS OF SALE:	Cash to seller
VERIFICATION:	Listing realtor via Multiple Listing Service, warranty deed and property appraiser's tax records by Randall Chandler
CONDITIONS OF SALE:	Arm's length transaction
MLS NUMBER:	697482

PROPERTY DESCRIPTION

TAX PARCEL ID NUMBER:	31368-200-000
LOCATION:	3906 Magnolia Bluff Lane Panama City Beach, Florida 32408 Sanctuary Beach Subdivision
LAND AREA:	0.16 acres
AVERAGE LOT WIDTH:	61 feet
UTILITIES:	All municipal services

LOT SALE NUMBER TWO (Continued)

SALE ANALYSIS

PRICE PER LOT: \$45,000

COMMENTS: This lot was on the market for 289 days. It is located in Sanctuary Beach Subdivision within one mile of the property appraised.

Agent Copy 697482	3906 Magnolia Bluff Lane, Panama City Beach, FL 32408	Residential Land-Sold \$45,000
-------------------	---	--------------------------------

List Price: \$60,000	Sub-Type: Residential Lots	
List Price/Acre: \$375,000	Acres: 0.16	
Area: 03 - Bay County - Beach	Lot Dimensions: 61x111	
Sub Area: 0319 - Beach - East	HOA Fee: Yes	
County: Bay	HOA Amount: 150	
Community/Resort: None	HOA Frequency: Quarterly	
Elementary School: Patronis		
Middle School: Surfside		
High School: Arnold		
Parcel ID: 31368-200-000		
Subdivision: Sanctuary Beach		



Directions: From Thomas Drive, turn onto Magnolia Beach Rd, stay right on Delwood Beach Road, when you get to the end, turn right and follow road all the way to the entrance of Sanctuary Beach, follow Cottage Cove Lane to Magnolia Bluff Ln, lot will be on right

Legal Description: SANCTUARY BEACH LOT 22 BLK F OR 2651 P 2248

Remarks: Build your own private "sanctuary" in the exclusive Sanctuary Beach community. This is an approx 61x111 lot. Sanctuary Beach is a gated community with a private pool and barbecue area, and you're close to golf, tennis, dining and more. All info is approx and must be verified by Buyers if important.

Agent to Agent Remarks: Call/text for gate code...850-249-7355. **** please submit escrow to Cornerstone Title, 2424B Jenks Ave, Attn: Darlene Melvin, 850-215-4994 ****

Office Remarks:

Fees Include: Advertising; Gated Community; Management; Pool

Showing: Contact Office

Utilities: Electric; Public Sewer; Public Water

Last Tax Year: 2019	Limited Service List: No	New Buyer Fee: Yes
Last Taxes: 512 Tax Estimate	As Is: Yes	New Buyer Fee Amt: 1,900
		New Buyer Fee Paid: \$
		Seller Nm (Lat,Frst): Angelwood LLC
List Date: 05/14/2020	Cumulative DOM: 289	List Type: Exclusive Right of Sale
Projected Close Date: 03/22/2021	Days On Market: 289	Agency Relationship: Transaction Broker
Status Change Date: 03/19/2021	Mortgage Type: Cash	Bonus: No
Under Contract Date: 02/27/2021	Sold Date: 03/18/2021	Trans Broker Comp: 3%
DUC: 18 days	Sold Price: \$45,000	Buyer Name: A Crecco Investment
Office Exclusive: No		
Original List Price: 105,000		
Previous Price: 105,000		

	Name	Office	Primary	Office	E-mail
Listing Member:	Scott Ingraham BD784	Scott Ingraham Real Estate BSIR	850-249-7355	850-249-7355	scott@ecottingraham.com
Selling Member:	DJ T Janovyak B1469	West Bay Property, Inc WBPI	850-866-1999	850-235-2551	djanovyak@me.com

Information is deemed to be reliable, but is not guaranteed. © 2021 MLS and FBS. Prepared by Randy Chandler on Monday, April 19, 2021 8:13 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

Il Kinsaul, Clerk Bay County, Florida D DOCTAX PD \$315.00 Deputy Clerk GB Trans # 1662930

Prepared by and return to:
 Ashley Pasha
 Cornerstone Title Agency, Inc.
 2424 Jenks Ave.
 Panama City, FL 32405

File Number: 2109605

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 8th day of March, 2021, between Angelwood, LLC., a Florida Limited Liability Company whose post office address is 3124 Kings Drive, Panama City, FL 32405, grantor, and A Crecco Investment, LLC., a Florida Limited Liability Company whose post office address is 3210 Laurie Ave., Panama City Beach, FL 32408, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Bay County, Florida, to-wit:

Lot 22, Block F, Sanctuary Beach, a Subdivision, according to the Plat thereof as recorded in Plat Book 21, page(s) 35 through 37, inclusive, of the Public Records of Bay County, Florida.

Parcel Identification Number: 31358-200-000

Subject to all reservations, covenants, conditions, restrictions, and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Warranty Deed - Page 1

Signed, sealed and delivered in our presence:

Ashley Pasha
Witness Name: Ashley Pasha

Angelwood, LLC., a Florida Limited Liability Company
Michael Stokes
By Michael Stokes

Sofia Addeniglo
Witness Name: Sofia Addeniglo

STATE OF FLORIDA

COUNTY OF Bay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of March, 2021, by Michael Stokes as a managing member for Angelwood, LLC., a Florida Limited Liability Company.

Ashley Pasha
(Signature of Notary Public - State of Florida)

Ashley Pasha
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

Dr. license



Signed, sealed and delivered in our presence:

Angelwood, LLC., a Florida Limited Liability Company

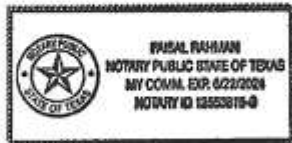
~~Derrick Mitchell~~
Witness Name: ~~Derrick Mitchell~~

Shauna Stokes
By Shauna Stokes

Cedric Archie
Witness Name: Cedric Archie

STATE OF Texas
COUNTY OF Harris

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of March, 2021, by Shauna Stokes as a managing member for Angelwood, LLC., a Florida Limited Liability Company.



Faisal Rahman
(Signature of Notary Public)

Faisal Rahman
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced Florida DL



polylineLayer
— Override 1

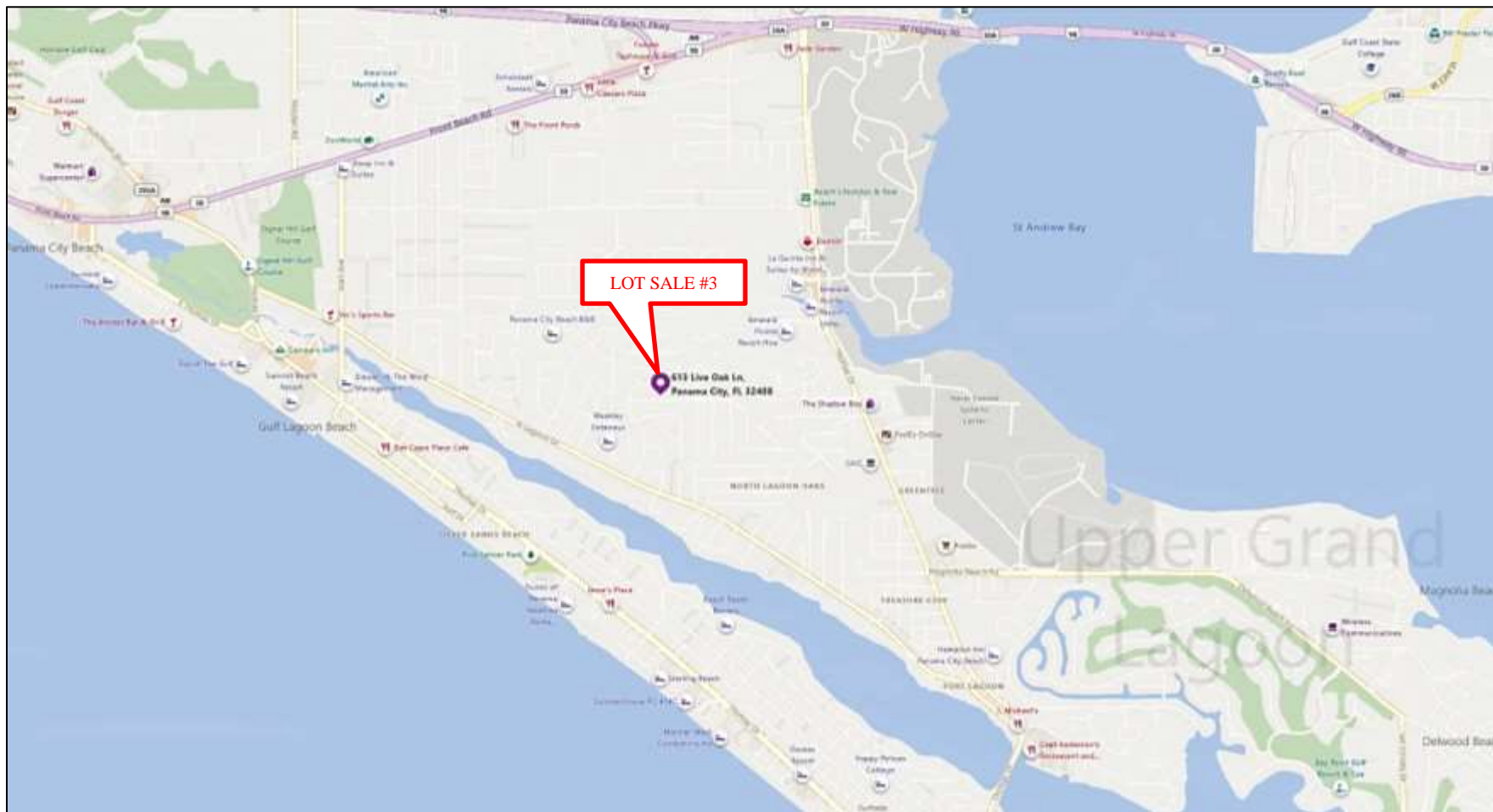
AERIAL VIEW



maps.baycountyfl.gov

This data is provided with understanding that the cartographer does not warrant the accuracy or reliability of the data. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed.

Printed: 4/19/2021



CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.

LOT SALE NUMBER THREE**TRANSACTION DATA**

GRANTOR: Richard R. Luck & Thelma E. Luck

GRANTEE: BNL Beach Homes, LLC

DEED DATE: April 17, 2020

SALES PRICE: \$50,000

RECORDING DATA: OR 4243 Page 1827
Bay County, Florida

TERMS OF SALE: Cash to seller

VERIFICATION: Listing realtor via Multiple Listing Service,
warranty deed and property appraiser's tax records
by Randall Chandler

CONDITIONS OF SALE: Arm's length transaction

MLS NUMBER: 695392

PROPERTY DESCRIPTION

TAX PARCEL ID NUMBER: 30167-096-000

LOCATION: 613 Live Oak Lane
Panama City Beach, Florida 32408
North Lagoon Oaks Subdivision

LAND AREA: 0.25 acres

AVERAGE LOT WIDTH: 84 ± feet

UTILITIES: All municipal services

LOT SALE NUMBER THREE (Continued)

SALE ANALYSIS

PRICE PER LOT: \$50,000

COMMENTS: This vacant lot was on the market for only 21 days. It was listed for \$100,000 and subsequently sold for \$50,000. The price appears to be indicative of market value as of the date of sale. The lot was cleared and ready for development.

Agent Copy 695392 613 Live Oak Lane, Panama City Beach, FL 32408 Residential Land-Sold \$50,000

List Price: \$100,000 **Sub-Type:** Residential Lots
List Price/Acre: \$400,000 **Acreage:** 0.25
Area: 03 - Bay County - Beach **Lot Dimensions:** 84x130x84x130
Sub Area: 0319 - Beach - East **HOA Fee:** No
County: Bay
Community/Resort: North Lagoon Oaks
Elementary School: Patronis
Middle School: Surtside
High School: Arnold
Parcel ID: 30167-096-000
Subdivision: North Lagoon Oaks 2nd



09/09/20 (17/11)

Directions: Turn onto North Lagoon Oaks Dr, turn right on Live Oak Ln. Property will be on your left.

Legal Description: NORTH LAGOON OAKS 2ND ADD LOT 20 ORB 1376 P 1386

Remarks: Residential lot for sale, already has electric and water.

Agent to Agent Remarks: Drive by property.

Office Remarks:

Financing: Cash; Conventional

Showing: Go Show

Utilities: Electric; Public Sewer; Public Water

Last Tax Year: 2019

Is Subject Leased: No

Seller Nm (Lst,Frst): Luck, Thelma

Last Taxes: 437 Tax Estimate

Lease Expiration Dt: 06/30/2024

Limited Service List: No

As Is: Yes

List Date: 03/13/2020

Cumulative DOM: 20

List Type: Exclusive Right of Sale

Days On Market: 21

Agency Relationship: Transaction Broker

Projected Close Date: 04/17/2020

Mortgage Type: Cash

Bonus: No

Status Change Date: 04/23/2020

Sold Date: 04/17/2020

Trans Broker Comp: 3.5%

Under Contract Date: 04/03/2020

Sold Price: \$50,000

Buyer Name: B&L Beach Homes

DUC: 14 days

Office Exclusive: No

Original List Price: 100,000

	Name	Office	Primary	Office	E-mail
Listing Member:	Falima Jorgensen B9788	Century 21 Ryan Realty Inc BCRR	850-278-9788	850-233-7926	falima.jorgensen@century21.com
Selling Member:	Karen Branham B0851	Beach Brokers Realty LLC BBR1	850-832-8626	850-832-8626	karen@thebeachbrokers.com

Information is deemed to be reliable, but is not guaranteed. © 2021 MLS and FBS. Prepared by Randy Chandler on Monday, April 19, 2021 8:13 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

Il Kinsaul, Clerk Bay County, Florida D DOCTAX PD \$280.00 Deputy Clerk KB Trans # 1599182

Prepared by and Return to:
Allison Carter
MTI Title Insurance Agency, Inc.
11501 Hutchison Blvd., Suite 107
Panama City Beach, FL 32407

-Incidental to the issuance of title insurance

Property Appraiser's Parcel ID #30167-096-000
File- MFL-2234582
Consideration Amount \$40,000.00

WARRANTY DEED

This Indenture, Made this **April 17, 2020**, between **Richard R. Luck and his wife, Thelma E. Luck** whose post office address is: 6815 South Lagoon Drive, Panama City Beach, FL 32408, hereinafter called the "Grantor", and, **B&L Beach Homes LLC**, whose post office address is: 3311 Terra Cotta Drive, Panama City, FL 32408, hereinafter called the "Grantee":

Witnesseth: That said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying, and being in Bay County, FL, and being further described as follows:

Lot 20, Second Addition To North Lagoon Oaks, as per Plat on file Plat Book 14, Page 29. of the Public Records, Bay County, Florida.

Property Address: 613 Live Oak Lane, Panama City Beach, FL 32408

Said property is not the homestead of the grantor under the laws and constitution of the State of Florida in that neither grantor nor any member of the household of grantor resides thereon.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**Grantor" and "grantee" are used for singular or plural, as context requires.

Subject to easements, restrictions, and covenants of record, and real property taxes for the current year which are prorated.

Deed Page 1 of 2

In Witness Whereof, the said Grantor has hereunto set the Grantor's hand and seal the day and year first above written.

Richard R Luck
Richard R Luck

Thelma E Luck
Thelma E Luck

Allison Carter
Witness #1 Signature

Allison Carter
Witness #1 Print Name

GWA Duke Harrell
Witness #2 Signature

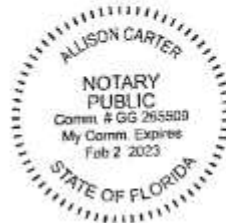
GWA DUKE HARRELL
Witness #2 Print Name

State of Florida ; County of Bay

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this April 17, 2020 by: Richard R. Luck and his wife, Thelma E. Luck who is/are personally known by me or who has/have produced: DL as identification.

Allison Carter
Notary Public

My Commission Expires: _____



Deed Page 2 of 2



polylineLayer
— Override 1

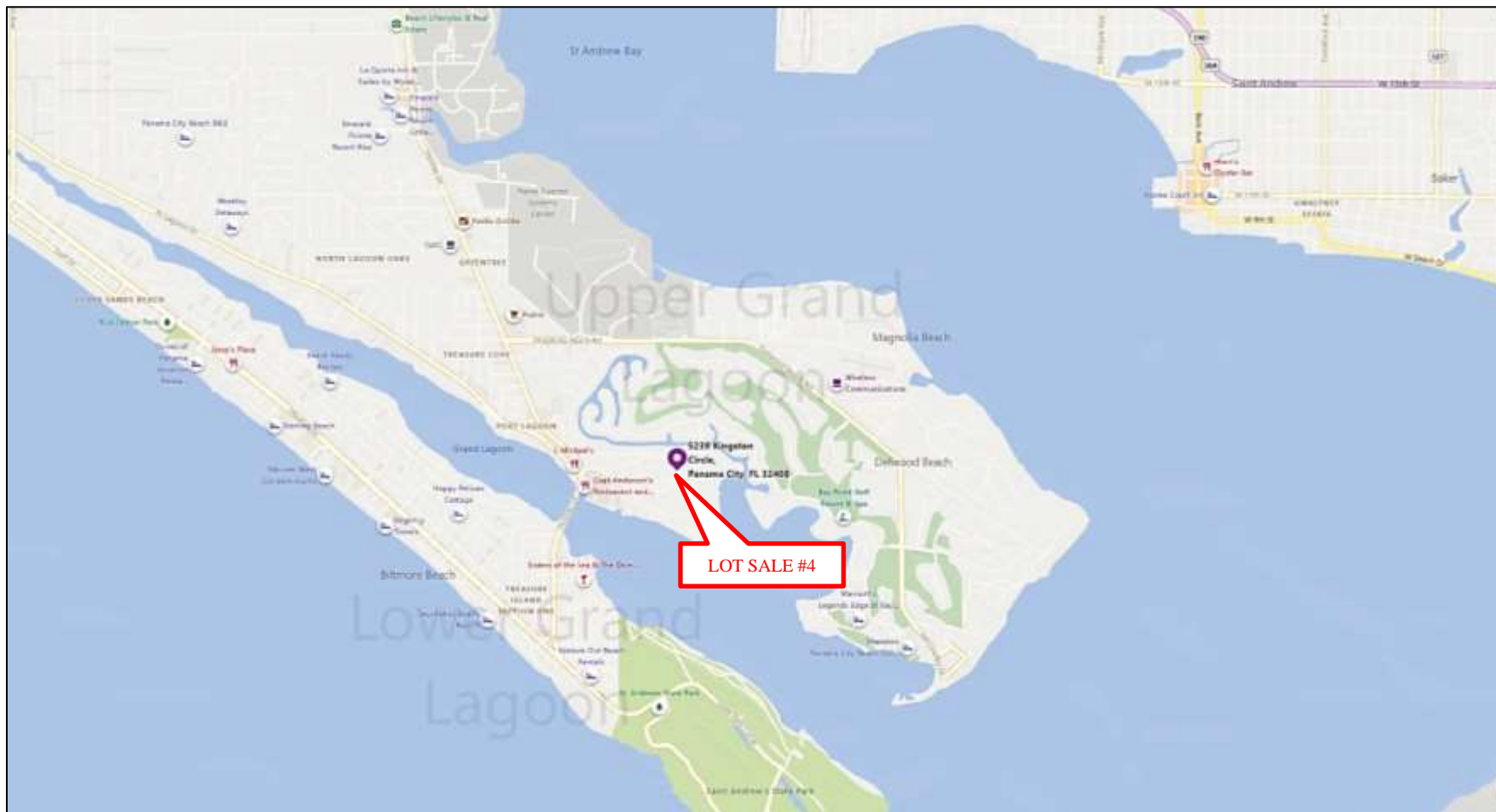
AERIAL VIEW



maps.baycountyfl.gov

This data is provided with understanding that the conclusions drawn from such information are solely the users' responsibility. This GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed.

Printed: 4/19/2021



CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.

LOT SALE NUMBER FOUR**TRANSACTION DATA**

GRANTOR:	Neel Bennett
GRANTEE:	Zebulon Taft
DEED DATE:	June 12, 2020
SALES PRICE:	\$58,000
RECORDING DATA:	OR 4263 Page 965 Bay County, Florida
TERMS OF SALE:	Cash to seller
VERIFICATION:	Listing realtor via Multiple Listing Service, warranty deed and property appraiser's tax records by Randall Chandler
CONDITIONS OF SALE:	Arm's length transaction
MLS NUMBER:	679267

PROPERTY DESCRIPTION

TAX PARCEL ID NUMBER:	31183-718-000
LOCATION:	5239 Kingston Circle Panama City Beach, Florida 32408 Martinique Phase 3 Subdivision
LAND AREA:	0.23 acres
AVERAGE LOT WIDTH:	75 feet
UTILITIES:	All municipal services

LOT SALE NUMBER FOUR (Continued)

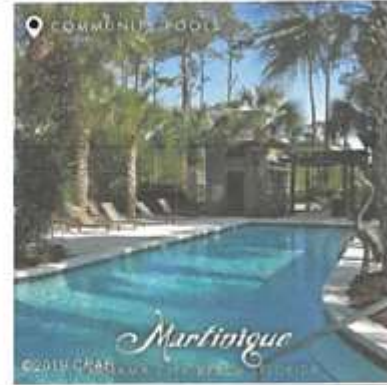
SALE ANALYSIS

PRICE PER LOT: \$58,000

COMMENTS: This lot was on the market for sale for 511 days.

Agent Copy 679267 5239 Kingston Circle, Panama City Beach, FL 32408 Residential Land-Sold \$58,000

List Price: \$64,500 Sub-Type: Residential Lots
 List Price/Acre: \$280,434.78 Acreage: 0.23
 Area: 03 - Bay County - Beach Lot Dimensions: 133X75
 Sub Area: 0319 - Beach - East HOA Fee: Yes
 County: Bay HOA Amount: 1,121
 Community/Resort: None HOA Frequency: Annually
 Elementary School: Patronis Lot/Block: 128
 Middle School: Surfside Section/Range: 9/15W
 High School: Arnold Township: 4S
 Parcel ID: 31183-718-000
 Subdivision: Martinique Phase III



Directions: North Lagoon Drive to Martinique

Legal Description: MARTINIQUE PHASE III LOT 126

Remarks: Old Florida Charm in a gated coastal community in Panama City Beach! Imagine going to your boat at the marina, seafood market for lunch and dinner at one of Florida's Top Restaurants - All by golf cart! Located just across from Capt. Anderson's Restaurant & Marina and within biking distance to St. Andrews State Park.

Agent to Agent Remarks:

Office Remarks:

Fees Include: Playground; Pool; Recreational Facility

Showing: Contact Office

Financing: Cash; Conventional

Utilities: Public Sewer Available

Last Tax Year: 2017

Limited Service List: No

New Buyer Fee: Yes

Last Taxes: 309 Tax Estimate

As Is: Yes

New Buyer Fee Amt: 945

Seller Nm (Lst,Frst): Andrews Hill, LLC

List Date: 01/07/2019

Cumulative DOM: 503

List Type: Exclusive Right of Sale

Projected Close Date: 06/12/2020

Days On Market: 511

Agency Relationship: Transaction Broker

Status Change Date: 06/18/2020

Mortgage Type: Cash

Bonus: No

Under Contract Date: 06/01/2020

Sold Date: 06/12/2020

Trans Broker Comp: 3%

DUC: 11 days

Sold Price: \$58,000

Buyer Name: Taft

Office Exclusive: No

Original List Price: 64,500

	Name	Office	Primary	Office	E-mail
Listing Member:	Katie Patronis B3500	Century 21 Ryan Realty Inc BCRR	850-960-0474	850-233-7926	katie@century21.com
Co-listing Member:	Meissa Ryan B7107	Century 21 Ryan Realty Inc BCRR	850-960-7653	850-233-7926	C21Ryan@gmail.com
Selling Member:	Rob Kinney, Broker Associate B5301	Counts Real Estate Group Inc BSG1	850-919-5301	850-249-1414	rob@countarealestate.com

Information is deemed to be reliable, but is not guaranteed. © 2021 MLS and FBS. Prepared by Randy Chandler on Monday, April 19, 2021 8:13 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

Il Kinsaul, Clerk Bay County, Florida D DOCTAX PD \$812.00 Deputy Clerk SW Trans # 1609213

Prepared by:
Lisa Whitman
Omega National Title Agency, LLC
12135 Panama City Beach Parkway
Panama City Beach, Florida 32407

File Number: 20-00551W

General Warranty Deed

Made this June 12, 2020 A.D. By Noel Bennett, Managing Member of Andrews Hill, LLC, a Florida Limited Liability Company, hereinafter called the grantor, to Zebulon Taft, an unmarried man whose post office address is: 4305 Bay Point Road, Unit 463, Panama City Beach, FL 32405, hereinafter called the grantee;

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Bay County, Florida, viz:

Lots 125 and 126, Martinique Phase III, according to the plat thereof recorded in Plat Book 1B, Pages 97 and 08, of the Public Records of Bay County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 31183-717-000 and 31183-718-000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 20199.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Lisa Whitman
Witness Printed Name Lisa Whitman

Andrew Hill, LLC
[Signature] (Seal)
Noel Bennett, Managing Member
Address

Holley Kivett
Witness Printed Name Holley Kivett

Address (Seal)

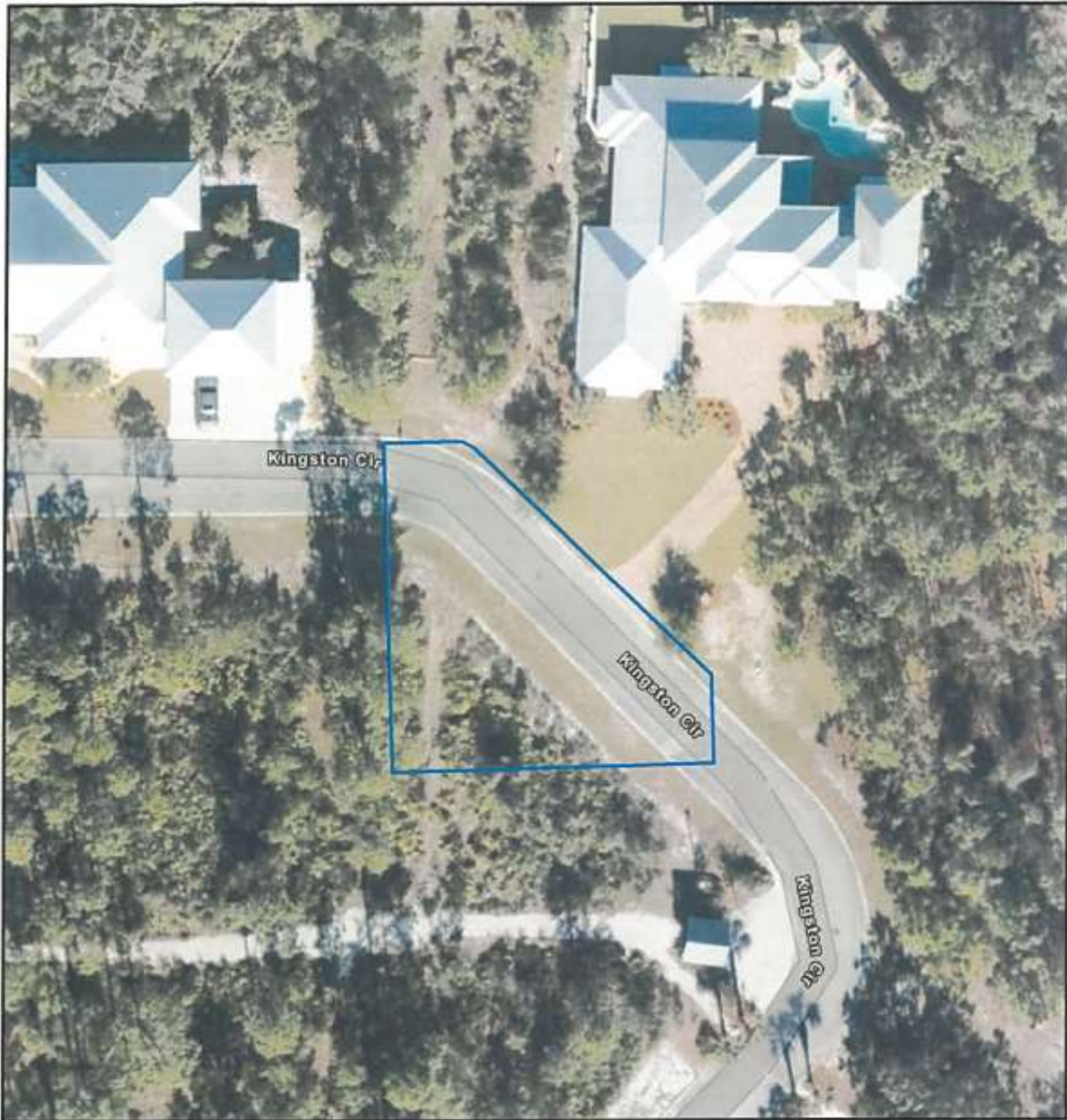
State of Florida
County of Bay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of June, 2020, by Noel Bennett, Managing Member of Andrews Hill, LLC, who is/are personally known to me or who has produced Drivers License as identification.



Lisa Whitman
Notary Public
Print Name: Lisa Whitman
My Commission Expires:

DEED Individual Warranty Deed With Non-Homestead Legal on File



polylineLayer
— Override 1

AERIAL VIEW



maps.baycountyfl.gov

The data is provided with understanding that the conclusions drawn from such information are solely the responsibility of the user. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed.

Printed: 4/19/2021

TABLE OF ADJUSTMENTS

Sale Number	Subject	One	Two	Three	Four
Sales Price Per Lot		\$36,000	\$45,000	\$50,000	\$58,000
Deed Date	4/19/21	9/30/20	3/8/21	4/17/20	6/12/20
Land Area	0.23 Ac.	0.17 Ac.	0.16 Ac.	0.25 Ac.	0.23 Ac.
View	Interior	Interior	Interior	Interior	Interior
Average Width	100±'	60'	61'	84'	75'
Price Per Lot		\$36,000	\$45,000	\$50,000	\$58,000
ADJUSTMENTS					
Property Rights		0%	0%	0%	0%
Adjusted Price/FF		\$36,000	\$45,000	\$50,000	\$58,000
Financing/Terms		0%	0%	0%	0%
Adjusted Price/FF		\$36,000	\$45,000	\$50,000	\$58,000
Conditions of Sale		0%	0%	0%	0%
Adjusted Price/FF		\$36,000	\$45,000	\$50,000	\$58,000
Buyer Expenditures		0%	0%	0%	0%
Adjusted Price/FF		\$36,000	\$45,000	\$50,000	\$58,000
Market Conditions		0.00%	0.00%	0.00%	0.00%
Adjusted Price/FF		\$36,000	\$45,000	\$50,000	\$58,000
OTHER ADJUSTMENTS					
Location		Superior	Superior	Superior	Superior
Elevation/Topography		Equal	Equal	Equal	Equal
View		Equal	Equal	Equal	Equal
Average Width		Inferior	Inferior	Slightly Inferior	Slightly Inferior
Utilities		Equal	Equal	Equal	Equal
Size/Land Area		Inferior	Inferior	Equal	Equal
Overall Rating		Superior	Superior	Superior	Superior

ANALYSIS OF RESIDENTIAL LOT SALES DATA

SELECTION OF COMPARABLE SALES

The selection of comparable sales can be the most crucial step in the sales comparison approach. The 15th edition of the Appraisal of Real Estate published by the Appraisal Institute states, “The valuation of land draws directly from the conclusions of highest and best use analysis. Even if a site is already improved, the site is valued as though vacant and available for development to its highest and best use. Consideration of the site as though vacant facilitates the orderly analysis and solution of appraisal problems that require land to be valued separately. The highest and best use of a competitive site on the date of sale is the basis of the comparability of that site to the property being appraised. Regardless of how physically similar a potentially comparable site is to the subject site; the most comparable sales would have the same or similar highest and best use. Markets without recent sales of comparable sites are problematic and may require analysis of competing sites where sufficient data are available or alternative land valuation methods may be considered.”

The 15th edition of the Appraisal of Real Estate goes on to state, “The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales. If a transaction does not reflect the actions or the motivations of a buyer who would purchase the subject property, the appraiser should be extremely wary about the comparability of such data. Sales comparison may be used to value land that is actually vacant or land that is being considered as though vacant for valuation purposes. Sales comparison is the most common technique for valuing land, and it is the preferred method when comparable sales are available. To apply this method, data on sales of similar parcels of land is collected, analyzed, compared, and adjusted to provide a value indication for the site being appraised. In the comparison process, the similarity or dissimilarity of the parcels is considered.” All of the comparable sales documented and analyzed in the preceding pages are consistent with the subject property in terms of highest and best use.

“Appraisers perform several tasks in developing an opinion of site value:

- Identify the highest and best use and other characteristics of each potential comparable sale and then choose the appropriate properties for analysis.
- Gather data on actual sales as well as listings, offers, and options.
- Identify the similarities and differences in the data.
- Identify the units of comparison that explain market behavior.
- Adjust the appropriate unit prices of the comparable sales to account for the dissimilar characteristics of the land being appraised.
- Form a conclusion as to the value of the subject site.

“The objective of sales comparison is to select the most comparable sales and then adjust the comparable sales for differences that cannot be eliminated within the selection process. Elements of comparison may include property rights, financing terms, conditions of sale (motivation), expenditures immediately after purchase, market conditions (changes over time), location, physical characteristics, economic characteristics, available utilities, and zoning.”

UNIT OF COMPARISON

The unit of comparison will be the price per lot.

QUANTITATIVE VS. QUALITATIVE ANALYSIS

The quantity and the quality of the data available in the market place was insufficient to support precise quantitative adjustments for location and physical characteristics. Thus, these adjustments were applied using qualitative analysis. A superior rating suggests the comparable sale’s feature is superior to the subject property. An inferior rating means the opposite.

ELEMENTS OF COMPARISON

The elements of comparison are the property characteristics which cause the price of the subject property or the comparable sales to vary. Elements of comparison include differences in property rights appraised, financing or terms of sale, conditions of sale, buyer expenditures, market conditions, location, elevation and topography, view, average width, utilities, and size or land area.

LOCATION

All of the comparable sales are superior to the property appraised in location due to the proximity of the subject site to the golf course maintenance facility. None of the comparable sales featured similar adverse locational factors.

ELEVATION / TOPOGRAPHY

No adjustments were required for elevation / topography.

VIEW

The view of the small lake from the subject site is offset by the view of the golf course maintenance facility. Thus, all of the sales were rated equal in terms of view.

AVERAGE WIDTH

Residential lots tend to be side loaded. That means that the size of the home built on a lot is generally more associated with the width of the lot than the depth of the lot. Sales one and two involved narrower lots while sales three and four involved lots with only slightly less width.

UTILITIES

No adjustments were required for utilities.

SIZE / LAND AREA

Sales three and four are essentially the same size as the subject site. Sales one and two were rated inferior as these two sales involve slightly smaller lots.

VALUE SUMMATION

The adverse impact on value of the proximity of the adjacent golf course maintenance facility required a large adjustment for location. These large negative adjustments more than offset the positive adjustments for average width and land area. In the final analysis, the appraiser elected to reconcile the value of the subject property at \$36,000.

FINAL VALUE ESTIMATE

\$36,000

MARKET EXPOSURE TIME

The four comparables sales documented in the preceding pages were on the market for as little as 21 days to 521 days before selling. In fact, sales one and four were on the market for 477 days to 521 days. The appraiser therefore concluded that the subject site would have required a market exposure time of roughly nine to 12 months.

ADDENDA

*Bay County Property Appraiser's
Tax Records*

Bay County Property Appraiser - Dan Sowell, CFA
 Main Office | 860 W. 11th St., Panama City, FL 32401 | 850-248-8401
 Beach Office | 301 Richard Jackson Blvd, Panama City Beach, FL 32407 | 850-248-8470

Parcel Summary

Parcel ID: 31305-012-040
 Location Address: 3304 JAN COOLEY DR
 PANAMA CITY BEACH 32408
 Brief Tax Description*: 11-45 15W-45.06- BOC BEG 721.80' N OF INTER 5 LI OF SEC & W R/W OF JAN COOLEY DR TH N 100' W 100' S 100' E 100' TO POB (WATER TOWER) ORB 1244 P-468
*The Description above is not to be used on legal documents.
 Property Use Code: CITY VACAN (008004)
 Sec/Twp/Rng: 11-45-15W
 Tax District: Fire Beach Mosquito (District 56)
 2020 Final Millage Rate: 12.1653
 Acreage: 0.230
 Homestead: N

[View Map](#)

Owner Information

Primary Owner
[City Of Panama City Beach](#)
 110 S Arnold Rd
 Panama City Beach, FL 324132140

Valuation

	2021 Working Values	2020 Certified Values	2019 Certified Values
Building Value	\$0	\$0	\$0
Extra Features Value	\$5,000	\$5,000	\$5,000
Land Value	\$18,400	\$18,400	\$18,400
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value	\$23,400	\$23,400	\$23,400
Assessed Value	\$23,400	\$23,400	\$23,400
Exempt Value	\$23,400	\$23,400	\$23,400
Taxable Value	\$0	\$0	\$0
Maximum Save Our Homes Portability	\$0	\$0	\$0

Just (Market) Value description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
0736	PUMPHOUSE/INPUJ	1	0 x 0 x 0	1	UT	2014

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
008900	MUNICIPAL	0.23	AC	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	09/14/1989	\$100	WD	1244	468	Unqualified (U)	Vacant	GRAND LAG UTIL	CITY OF PCB
N	02/28/1989	\$100	TD	1221	528	Unqualified (U)	Vacant	BAY BANK & TRUST	GRAND LAGOON UTIL

Map



No data available for the following modules: Building Data, Condo Information, Permits, Sketches, Assessment Notice.



Bay County Property Appraiser - Dan Sowell, CFA

Main Office | 860 W. 11th St, Panama City, FL 32401 | 850-248-8401
 Beach Office | 301 Richard Jackson Blvd, Panama City Beach, FL 32407 | 850-248-8470



Overview



Legend

□ Parcels

Parcel ID	31306-012-040	Owner	CITY OF PANAMA CITY BEACH	Last 2 Sales		
Class Code	CITY VACANT		110 S ARNOLD RD	Date	Price	Reason
Taxing	56		PANAMA CITY BEACH, FL 32413-	9/14/1989	\$100	QUAL/LEGL CHAR CHGD
District	PANAMA CITY		2140			AFTER SALE
	BEACH	Physical Address	3304 JAN COOLEY DR	2/28/1989	\$100	QUAL/LEGL CHAR CHGD
Acres	0.23	Just Value	Value \$23400			AFTER SALE
				MLS		
						Qual
						U
						U

(Note: Not to be used on legal documents)

Date created: 4/19/2021
 Last Data Uploaded: 4/19/2021 7:23:47 AM

Developed by Schneider GEOSPATIAL

Warranty Deed

29 55
2144 46
1725 10

.. OFFICIAL RECORDS ..
BK 1244 PG 46B

FILES 89-31963
BAY COUNTY, FLORIDA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That GRAND LAGOON UTILITIES, INC., a Florida corporation, ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, conveyed, and granted unto THE CITY OF PANAMA CITY BEACH, FLORIDA, A MUNICIPAL CORPORATION, ("Grantee"), Grantee's successors in interest and assigns, forever, the following described real property, situate, lying and being in the County of Bay, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and Grantor does hereby fully warrant the title to said real property, and will defend the same against the lawful claims of all persons whosoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its corporate seal to be affixed hereto by its proper officer thereunto duly authorized on this 4th day of September, 1989.

Signed, sealed & delivered
in the presence of:

[Signature]
[Signature]
GRAND LAGOON UTILITIES, INC.,
A FLORIDA CORPORATION
By [Signature]
WILLIAM F. SPANN
ITS PRESIDENT

STATE OF FLORIDA,
COUNTY OF BAY.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared WILLIAM F. SPANN as President of GRAND LAGOON UTILITIES, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the duly authorized act and deed of said corporation.

WITNESS my hand and official seal in the County, State, and Country last aforesaid this 3rd day of October, 1989.

[Signature]
NOTARY PUBLIC
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
BY COMMISSION EXPIRES JAN. 11, 1992
BAYCOUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY: J. ROBERT HUGHES, ESQ., BARRON, REDDING, HUGHES, PITE, BASSETT & FENSON, P.A., 220 McKenzie Avenue, Panama City, Florida 32401

:1

Documentary Tax No. 3697.65
Intangible Tax No.
Harold Escobal, Clerk, Bay County
By [Signature] R.C.

.. OFFICIAL RECORDS ..
BK 1244 PG 469

9/14/89

The following described land being situated in Bay County, Florida:
(All references to Map "H" herein are to Map "H", a part of the
Development of Regional Impact Order promulgated by the Bay County
Board of County Commissioners by Resolution #1328, Dated July 22,
1986.)

WATER TOWER: Commence at the intersection of the South line of
Section 11, Township 4 South, Range 15 West, Bay County, Florida,
and the West right-of-way line of Jan Cooley Drive; thence N
00°01'47" W along said West right-of-way line 721.80 feet to the
POINT OF BEGINNING; thence continue N 00°01'47" W along said West
right-of-way line 100.00 feet; thence S 89°58'13" W 100.00 feet;
thence S 00°01'47" E parallel with said West right-of-way line
100.00 feet; thence N 89°58'13" E 100.00 feet to the POINT OF
BEGINNING, containing 0.23 acres, more or less (hereinafter
referred to as "Part of Tract "7" of Map "H").

AND

TRACT "8": Commence at the intersection of the West right of way
line of Jan Cooley Drive (State Road No. S-396-A) and the South
Line of Section 11, Township 4 South, Range 15 West, Bay County,
Florida, thence North 0°01'47" West along said Westerly Right of
way line for 120.88 Feet to the POINT OF BEGINNING; thence S
89°58'13" W for 254.51 Feet; thence North 0°01'47" W for 192.47
Feet; thence S 89°20'36" W for 50.12 Feet; thence N 04°36'23" W for
158.37 Feet; thence N 27°14'33" E for 190.76 Feet; thence N
03°41'29" E for 94.09 Feet; thence N 61°21'25" E for 51.62 Feet;
thence S 64°45'52" E for 69.68 Feet; thence S 41°13'36" E for 54.45
Feet; thence S 17°31'40" E for 121.55 Feet; thence S 34°17'52" E
for 72.07 Feet to said West right of way line; thence S 00°01'47"
E along said right of way line for 384.72 Feet to the POINT OF
BEGINNING, said parcel containing 3.48 acres more or less,
(hereinafter referred to as "Tract "8" of Map "H"), and;

AND

LAGOON LYING WEST OF OLD SEWAGE TREATMENT PLANT: Commence at a PRM
marking the intersection of the West line of Section 11, Township
4 South, Range 15 West, Bay County, Florida, and the Southwesterly
right of way of Delwood Beach Road; thence S 00°15'40" E along the
right line of said Section 11 according to the Plat of Bay Point
Unit One as recorded in Plat Book 11, Pages 47-56 of the Public
Records of Bay County, Florida, a distance of 1105.81 Feet; thence
S 75°25'12" E a distance of 230.52 Feet; thence N 42°08'13" E a
distance of 230.35 Feet; thence S 11°59'54" E a distance of 25.00
Feet; thence N 66°21'38" E a distance of 222.40 Feet; thence S
64°13'15" E a distance of 436.74 Feet; thence S 37°13'41" W a
distance of 86.41 Feet; thence S 08°56'19" E a distance of 182.15

1

.. OFFICIAL RECORDS ..
BK 1244 PG 47D

Feet; thence S 66°12'24" W a distance of 40.82 Feet to the POINT OF BEGINNING; thence traversing the South boundary of proposed "Tennis Lakes", N 39°54'12" W 54.04 Feet; thence S 53°12'23" W for 84.89 Feet; thence S 82°58'25" W 99.23 Feet; thence N 67°41'25" W for 263.23 Feet; thence leaving said Southerly boundary of said "Tennis Lakes", thence N 69°58'28" W 28.82 Feet; thence S 75°45'47" W for 94.47 Feet; thence N 76°59'40" W 64.53 Feet; thence S 32°32'07" W 81.80 Feet; thence N 80°47'46" W 42.74 Feet; thence N 21°21'42" E 65.51 Feet; thence N 50°32'22" W 32.05 Feet; thence S 87°26'44" W 37.94 Feet; thence S 37°12'04" W 65.57 Feet; thence S 52°21'45" E 48.96 Feet; thence S 04°33'24" E 36.87 Feet; thence S 28°00'19" W 69.19 Feet; thence S 39°33'17" E for 39.99 Feet; thence S 20°44'45" W for 32.83 Feet; thence S 16°18'50" E for 50.51 Feet; thence S 12°50'59" W for 112.94 Feet; thence S 30°08'28" W for 84.95 Feet; thence S 20°55'03" E for 80.91 Feet; thence S 14°00'46" W for 90.40 Feet; thence S 35°02'05" E 82.75 Feet; thence S 42°14'26" W 22.60 Feet; thence N 49°28'52" W 37.24 Feet; thence N 87°03'46" W 44.32 Feet; thence N 68°04'40" W 48.49 Feet; thence N 39°22'05" W 104.49 Feet; thence N 61°47'33" W 55.62 Feet; thence S 38°06'56" W 45.51 Feet; thence S 26°25'49" E 88.18 Feet; thence S 38°42'23" E 50.73 Feet; thence S 17°35'02" E 56.11 Feet; thence S 58°55'34" E 46.53 Feet; thence S 29°12'29" E 47.59 Feet; thence S 82°21'18" E 21.18 Feet; thence N 53°35'38" E 40.68 Feet; thence N 35°57'18" E 30.56 Feet; thence N 88°51'03" E 15.06 Feet; thence S 53°15'31" E 40.01 Feet; thence N 53°38'28" E 24.77 Feet; thence N 20°50'04" E 16.20 Feet; thence N 02°23'23" W 14.81 Feet; thence S 89°20'14" E 19.56 Feet; thence N 86°51'40" E for 209.46 Feet; thence S 81°08'49" E for 139.23 Feet; thence S 88°05'22" E for 71.49 Feet; thence W 74°49'05" E for 53.55 Feet; thence N 75°55'51" E for 118.91 Feet; thence N 59°15'18" E for 130.22 Feet; thence N 47°35'28" E for 97.32 Feet; thence N 04°36'23" W for 126.94 Feet; thence S 15°15'57" W 23.51 Feet; thence S 28°45'18" W 107.70 Feet; thence S 70°00'38" W 82.63 Feet; thence S 43°19'25" W 32.11 Feet; thence S 53°22'40" W 43.72 Feet; thence S 73°37'09" W 105.77 Feet; thence N 33°45'25" W 114.73 Feet; thence N 01°19'31" E 187.97 Feet; thence N 80°02'32" W 68.95 Feet; thence S 14°38'39" W 107.82 Feet; thence S 27°46'46" E 35.34 Feet; thence S 05°29'48" W 54.74 Feet; thence S 43°33'41" W 129.51 Feet; thence S 86°05'48" W 165.68 Feet; thence N 27°11'53" W 143.56 Feet; thence N 06°42'48" E 150.25 Feet; thence N 11°23'39" E 267.53 Feet; thence N 55°04'35" E 52.18 Feet; thence S 84°05'57" E 92.21 Feet; thence S 66°25'45" E 160.13 Feet; thence S 05°12'54" E 83.42 Feet; thence S 15°07'25" W 76.88 Feet; thence S 87°10'20" E 48.46 Feet; thence N 20°50'51" E 117.29 Feet; thence N 42°28'22" E 43.13 Feet; thence N 09°26'02" E 36.39 Feet; thence S 85°05'06" E 133.75 Feet; thence N 72°24'52" E 78.45 Feet; thence N 39°35'09" W 29.69 Feet; thence N 48°22'57" E 96.42 Feet to the POINT OF BEGINNING, (hereinafter referred to as "Lagoon West").

AND

PORTION OF LAGOON LYING NORTH OF OLD SEWAGE TREATMENT PLANT:

2

** OFFICIAL RECORDS **
BK 1244 PG 47

Commence at PRM marking the intersection of the West line of Section 11, Township 4 South, Range 15 West, Bay County, Florida, and the Southwesterly right of way of Delwood Beach Road; thence S 00°15'40" E along the West line of said Section 11 according to the Plat of Bay Point Unit One as recorded in Plat Book 11, Pages 47-56 of the Public Records of Bay County, Florida, a distance of 1105.81 Feet; thence S 75°25'12" E a distance of 230.52 Feet; thence N 42°08'13" E a distance of 290.35 Feet; thence S 11°59'54" E a distance of 25.00 Feet; thence N 66°21'38" E a distance of 222.40 Feet; thence S 64°13'15" E a distance of 436.74 Feet to the POINT OF BEGINNING; thence S 70°32'48" E for 66.77 Feet; thence S 55°06'58" W for 76.10 Feet; thence S 00°58'30" W for 105.78 Feet; thence S 16°19'39" E for 84.04 Feet; thence S 42°57'33" E for 107.73 Feet; thence S 61°21'25" W for 40.91 Feet; thence S 03°41'29" W for 94.09 Feet; thence N 00°00'10" W 97.20 Feet; thence N 42°30'12" W for 115.74 Feet; thence N 00°31'50" E for 13.36 Feet; thence N 08°56'19" W for 182.15 Feet; thence N 37°23'41" E for 86.41 Feet to the POINT OF BEGINNING, (hereinafter referred to as "Lagoon North").

AND

PORTION OF LAGOON LYING SOUTH OF OLD SEWAGE TREATMENT PLANT:
A parcel of land being situated partly in Government Lot 2 in Section 11, Township 4 South, Range 15 West and partly in Government Lot 4 in Section 14, Township 4 South, Range 15 West, Bay County, Florida and being more particularly described as: Commence at the intersection of the West right of way line of Jan Cooley Drive (State Road No. S-396-A) and the South line of said Section 11; thence N 00°01'47" W along the Westerly right of way of said Jan Cooley Drive for 120.88 Feet; thence S 89°58'13" W for 11.18 Feet to the POINT OF BEGINNING; thence S 00°10'42" W for 655.27 Feet; thence S 81°48'41" W for 59.36 Feet; thence N 30°01'49" W for 55.06 Feet; thence N 23°18'34" E for 125.62 Feet; thence N 04°54'05" W for 32.69 Feet; thence N 45°54'01" W for 104.84 Feet; thence N 15°48'32" W for 116.70 Feet; thence N 66°48'44" E for 113.33 Feet; thence N 06°25'46" W for 239.72 Feet; thence N 89°58'13" E for 71.18 Feet to the POINT OF BEGINNING, (hereinafter referred to as "Lagoon South").

(Lagoon West, Lagoon North, and Lagoon South, hereinafter may be collectively referred to as the "Lagoon Parcels".)

AND

TRACT "4": Commencing at the Southeast Corner of the NE1/4 of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00; thence N 00°21'27" W for 367.20 Feet to the POINT OF BEGINNING; thence S 89°38'33" W for 360.00 Feet; thence N 00°21'27" W for 250.00 Feet; thence N 89°38'33" E for 60.01 Feet; thence N 00°21'27" W for 167.91 Feet; thence N 89°38'33" E for 300.00 Feet; thence S 00°21'27" E for 417.91 Feet to the POINT OF

3

-- OFFICIAL RECORDS --
BK 1244 PG 472

BEGINNING, together with an Easement for Ingress and Egress from Delwood Beach Road, the easement comprising the West 20 Feet of the following described parcel:

Commence at the Southeast corner of the NE 1/4 of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00 Feet to the POINT OF BEGINNING; Thence continue West for 240.00 Feet; thence S 00°21'27" E for 169.38 Feet to the Northeasterly right of way of Delwood Beach Road; thence N 51°08'47" W along said right of way for 77.44 Feet; thence N 00°21'27" W for 486.13 Feet; thence N 89°38'33" E for 299.59 Feet; thence S 00°21'27" E for 367.20 Feet to the POINT OF BEGINNING.

Together with an Easement for Ingress and Egress from Magnolia Beach Road, the easement more particularly described as:

Commence at the Southeast Corner of the Northeast Quarter (NE 1/4) of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West 50 Feet; thence N 00°21'27" W for 785.11 Feet to the POINT OF BEGINNING of a 20-Foot easement lying left of the following course: continue N 00°21'27" W for 356.59 Feet to the Southerly right of way of Magnolia Beach Road and the terminus of this description.

(The foregoing hereinafter referred to as "Tract '4' of Map 'H'"),

AND

TRACT '3': Commence at the Southwest Corner of Lot 6, Block A, Point Royal Homes Unit One, according to the Plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING; thence continue S 89°29'23" E for 230.00 Feet; thence S 00°30'37" W to a point which is 30.00 Feet North of the South Boundary of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of said Section 9, Township 4 South, Range 15 West; Thence S 89°47'07" W along a line parallel with the South Boundary of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 9 for 230.02 Feet; thence N 00°30'37" E for 719.64 Feet to the POINT OF BEGINNING, said parcel being a portion of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 9, Township 4 South, Range 15 West, Bay County, Florida, Less and Except the following Parcel, more particularly described as: Commence at the Southwest Corner of Lot 6, Block A, POINT ROYAL HOMES, UNIT ONE, according to plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING; thence continue S 89°29'23" E for 230.00 Feet; thence S 00°30'37" W for

4

.. OFFICIAL RECORDS ..
BK 1344 PG 473

130.00 Feet; thence N 89°29'23" W for 230.00 Feet; thence N 00°30'37" E for 130.00 Feet to the POINT OF BEGINNING. (End of Exception)

Together with an easement for ingress and Egress across the West 25 Feet of the following described property:

Commence at the Southwest Corner of Lot 5, Block A, POINT ROYAL HOMES, UNIT ONE, according to plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING; Thence continue S 89°29'23" E for 230.60 Feet; thence S 00°30'37" W for 130.00 Feet; thence N 89°29'23" W for 230.00 Feet; thence N 00°30'37" E for 130.00 Feet to the POINT OF BEGINNING.

[The foregoing parcel is hereinafter referred to as "Tract 3" of Map "H".]

AND

A strip land 30-Feet deep which abuts the south line of Tract "3" and the South line of the SW1/4 of the NE1/4 of Section 9, Township 4 South, Range 15 West, more particularly described as: Commence at the Southwest Corner of Lot 5, Block "A", POINT ROYAL HOMES, UNIT ONE, according to plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 360.00 Feet; thence S00°53'16"W for 715.33 Feet to the POINT OF BEGINNING; thence continue S00°53'16"W for 30 Feet to the South line of the SW1/4 of the NE1/4 of Section 9, Township 4 South, Range 15 West, thence N89°50'10"W for 230.01 Feet; thence N00°51'55"E for 30.00 Feet; thence N89°47'07"E for 230.02 Feet to the POINT OF BEGINNING.

RCD: SEP 14 1999 6:44:40 PM
HAROLD BAZZEL, CLERK

Appraiser's Qualifications

QUALIFICATIONS

RANDALL C. CHANDLER, MAI
 11 WEST 23RD STREET - SUITE D
 PANAMA CITY, FLORIDA 32405

EDUCATIONAL BACKGROUND:

Awarded a Bachelor of Science Degree in Business Administration with a major in Real Estate and Urban Land Studies by the University of Florida in 1975.

Awarded a Bachelor of Arts Degree in Political Science by the University of Florida in December, 1973.

Successfully completed Course 101 of the Society of Real Estate Appraisers, "Introduction to Appraising Real Estate", University of Florida, 1974.

Successfully completed Course 201 of the Society of Real Estate Appraisers, "Income Property Appraising", University of Florida, 1975.

Successfully completed Course II of the American Institute of Real Estate Appraisers "Income Property Valuation", University of Tampa, 1975.

Successfully completed Course VI, "Income Property Investment Analysis", of the American Institute of Real Estate Appraisers, Chicago, 1976.

Attended the School for Executive Development of the U.S. League for Savings and Loan Associations, University of Georgia, Athens, Georgia, 1977.

SEMINARS COMPLETED:

Florida Core Law	2020
Business Ethics	2020
USPAP Update	2020
Expert Witness Assignments	2020
Mortgages and Foreclosures	2020
Business Practices and Ethics	2017
Eminent Domain and Condemnation	2017
Subdivision Valuation	2017
Small Hotel / Motel Valuation	2017
Advanced Hotel Appraising - Full-Service Facilities	2016
Appraisal of Fast-Food Facilities	2016
Appraisal of Convenience Stores	2016
USPAP Update	2016
Florida Appraisal Laws and Regulations	2016

Appraising Assisted Living Facilities	2015
Uniform Appraisal Standards Update	2014
Florida Appraisal Law / Rules	2014
Sales Comparison Techniques	2014
Appraising Green Residences	2014
Residential Appraisal Review	2014
Appraisal of 2-4 Family and Multi-Family Properties	2012
Challenging Assignments for Residential Appraisers	2012
Foreclosure Basic for Appraisers	2012
USPAP Update	2012
Florida Real Estate Appraisal Law and Rules	2012
Scope of Work	2012
Forecasting Revenue	2012
Discounted Cash Flow Analysis	2012
Commercial Client	2012
New Technology	2012
Comparative Analysis	2012
Business Practices and Ethics	2012
Data Verification Methods	2012
Apartment Appraisals	2010
Ad-Valorem Tax Consulting	2010
USPAP Update	2010
Florida Appraisal Law	2010
Supervisory Roles	2010
USPAP Update	2008
Florida Law	2008
Market Area Analysis	2008
Communicating the Report	2008
Distressed Real Estate	2007
Operating Expense Analysis	2007
Business Ethics and Practices	2007
Eminent Domain	2007

PROFESSIONAL AFFILIATIONS:

Appraisal Institute:

- 1) Awarded MAI designation in May of 1983. MAI designation number 6661.
- 2) Chairman of the Chapter Admissions Committee in 1985.
- 3) Elected President of North Florida / South Alabama Chapter in 1986 / 1987.
- 4) Elected to serve on the National Governing Council from 1989 to 1990.
- 5) Appointed as Assistant Regional Member of the Review and Counseling Committee for 1989 and 1990.
- 6) Committee to nominate National Officers (1990).
- 7) Elected to the Board of Directors of the Appraisal Institute 1991 through 1993.

OTHER PROFESSIONAL AFFILIATIONS:

Florida State-Certified General Real Estate Appraiser - No. RZ156
 Member of the National Association of Realtors
 Registered Florida Real Estate Broker - License No. 0150163

PARTIAL LIST OF CLIENTS SERVED:

City of Panama City
 City of Panama City Beach
 Panama City-Bay County International Airport
 Office of the Attorney General; Tallahassee, Florida
 Florida Department of Transportation; Chipley, Florida
 The Nature Conservancy; Tallahassee, Florida
 The Trust for Public Land; Tallahassee, Florida
 Department of Environmental Protection; Tallahassee, Florida
 Regions Bank; Various offices
 Whitney National Bank; Various offices
 Bank of America; Various offices
 Federal Deposit Insurance Corporation; Various Offices
 Citicorp Real Estate, Inc.; Tampa, Florida
 AmSouth Bank; Florida and Birmingham, Alabama offices
 SunTrust Bank of Florida; Florida
 Federal National Mortgage Association; Atlanta, Georgia
 First Union Bank; Jacksonville, Florida
 TICOR Mortgage Insurance Company; Miami, Florida
 HOMEEQUITY / HOMERICA; Wilton, Connecticut
 Amerada Hess Corporation; New York, New York
 Bay County Land & Abstract Company; Panama City, Florida
 Bay County Property Appraiser's Office; Panama City, Florida
 Bay Bank & Trust Co.; Panama City, Florida
 American Funding Corporation, Montvale, New Jersey
 Merrill Lynch Relocation Service; Atlanta, Georgia
 Chevron, U.S.A., Inc.; Miami, Florida
 West Building Materials; Atlanta, Georgia
 Equitable Relocation Service; Atlanta, Georgia
 Transamerica Relocation Service; Farmington, Connecticut
 Tyndall Federal Credit Union; Panama City, Florida
 Alliance Mortgage Company; Jacksonville, Florida
 Allstate Enterprises; St. Petersburg, Florida
 Florida Federal Savings & Loan Association; St. Petersburg, Florida
 Great Western Savings; Orlando, Florida
 City Federal Savings & Loan Association; Boca Raton, Florida
 Mortgage America, Inc.; Birmingham, Alabama
 SouthTrust Bank; Birmingham, Alabama
 NCNB Bank; Dallas, Texas
 Yamaha Corporation / Century Boat Company

SPECIALIZED APPRAISAL EXPERIENCE/NOTABLE PROPERTIES

RESORT/RECREATIONAL DEVELOPMENT APPRAISALS:

- 1) St. Croix and St. Maarten Condominiums at Silver Shells Resort; two 15-story structures containing 170 units.
- 2) Tides at Tops'1 Condominium; a 16-story structure containing 160 residential units and four commercial units.
- 3) Long Beach Resort Towers I and II and III; 265 units in three 15-story high rise structures.
- 4) The Summitt Condominium; 154 units in an 11-story structure in Tops'1 Resort.
- 5) Numerous small condominium projects in the Destin market area including Destin Pointe, Grand Caribbean, Gulfview II, Caribbean Dunes, Emerald Dunes and others.
- 6) Pinnacle Port Condominium: A 408-unit gulf front complex consisting of six seven story buildings and one 12 story building including all recreational amenities.
- 7) Sunbird Condominium: 288 units in a gulf front development consisting of two 12-story hi-rise structures.
- 8) Seamark Condominium: 308 units in a 30-story structure with an adjacent multi-level parking garage.
- 9) Watercrest Condominium: 163 units in a 17-story structure located on a gulf front site.
- 10) Pelican Walk Condominium: 120 units in a 12-story gulf front building including all recreational amenities.
- 11) The Meredian Condominium: A 238-unit gulf front development in a 14 story hi-rise building.
- 12) Condominium projects within Bay Point Yacht and Country Club including Marina Club Village, Baytowne and Golf Cove Estates.
- 13) Seachase Condominium: a 64-unit gulf front condominium development consisting of two 8 story buildings and all amenities.
- 14) Villas of St. George: A 42-unit condominium development located on St. George Island consisting of eight three story buildings.

MOTELS:

- 1) Comfort Inn and Suites; Okaloosa County, Florida.
- 2) Holiday Inn Select; near Panama City Mall; Panama City, Florida.
- 3) Buccaneer Beach Motel and Restaurant; Panama City, Florida.
- 4) Miracle Mile Resort; Six gulf front hotels containing 640 units.
- 5) 15-story gulf front Holiday Inn Resort / Hotel containing 347 units.
- 6) Gulf front Ramada Inn with restaurant and convention center containing 147 units.
- 7) Gulf front Days Inn containing 188 units.
- 8) Pier 99 Motel: A 200-unit complex consisting of 80 existing units and 120 proposed units, a lounge and conference center.
- 9) 104-unit Comfort Inn Motel located adjacent to the Panama City Mall.
- 10) 160-unit Days Inn Motel with detached restaurant; commercial motel located near a business district.

RESTAURANTS:

- 1) TGI Friday's; Destin and Panama City Beach
- 2) Basmati's Restaurant; Santa Rosa Beach; Walton County
- 3) Los Antojitos; Highway 98
- 4) Shrimp Boat (and marina, vacant bay front site, and retail / warehouse building)
- 5) Applebee's; Walton County
- 6) Beach House and Giannini Lounge; Panama City Beach
- 7) Runaway Island Beach, a gulf front restaurant; Panama City Beach
- 8) Capt. Anderson's Restaurant: Seating capacity of 700 ±
- 9) Angelo's Steak Pit: Seating capacity of 480 ± people
- 10) Sylvia's Restaurant: Seating capacity of 222 ± people
- 11) Shadetree Restaurant: Seating capacity of 200 ± people
- 12) Sonny's Bar-B-Que: Seating capacity of 176 ± people
- 13) Bonanza Steak House: Seating capacity of 264 ± (very dense)
- 14) Numerous fast-food restaurants including Burger King, Dominos, Dairy Queen, Arby's, Popeyes, Captain D's, Arthur Treachers, Wiener King, etc.

INDUSTRIAL:

- 1) Century Boat Plant; 151,785 sf building area, on a 10.94-acre site.
- 2) Eastern Ship Yard-Nelson Street; 57,219 sf manufacturing and office space on a 10.909-acre water front site.
- 3) Eastern Ship Yard-Allanton; 152,126 ± sf manufacturing and office space on a 142.54 ± acre water front site.
- 4) Northwood Properties, Inc. ownership; 170.50-acre industrial site; Santa Rosa County.
- 5) Daffin Food Service distribution facility; Jackson County.
- 6) Wellstream Plant; a 181,800-sf heavy industrial facility on a 30-acre waterfront site with 85' eave height, lift capacity of 550 tons.
- 7) National Fiberglass Plant: A light industrial building.
- 8) Continental Teledyne Plant: A heavy industrial building.

- 9) Aladdin Manufacturing Co. Plant: A light industrial building.
- 10) Pacifica Yachts Plant: Manufacturers of yachts.
- 11) Sikes Concrete Company: Concrete pipe manufacturing.
- 12) West Rock Port terminal: Panama City, Florida.
- 13) Miller Marine Yacht Services: Bay County, Florida.

SHOPPING CENTERS:

- 1) Mariner Plaza Shopping Center; Ft. Walton Beach, Florida
- 2) Mariner Plaza Shopping Center; Panama City, Florida
- 3) 23rd Street Plaza Shopping Center; Panama City, Florida
- 4) Nine Mile Plaza Shopping Center; Pensacola, Florida
- 5) Stanford Station Shopping Center; Panama City, Florida
- 6) The “Y” Shopping Center; Panama City Beach, Florida
- 7) Eleventh Street Center; Panama City, Florida
- 8) Springfield Plaza; Springfield, Florida
- 9) Gilberts Plaza Shopping Center; Panama City, Florida
- 10) Hickory Street Shopping Center; Panama City, Florida
- 11) Rivergate Plaza Shopping Center; Marianna, Florida

APARTMENT COMPLEXES:

- 1) Meadowrun Apartments (200 units); Pensacola, Florida
- 2) Cedar Town Apartments (112 units) on 7.10 acres
- 3) Turtle Lake Apartments (200 units); Panama City, Florida
- 4) Cameron at Woodcrest (222 units); Tallahassee, Florida

AUTO DEALERSHIPS:

- 1) Cook-Whitehead Ford - Truck lot and body shop; Panama City, Florida
- 2) Bill Cramer Chevrolet, Cadillac, Buick, GMC; Panama City
- 3) Bay Lincoln Hyundai; Panama City
- 4) Bay Dodge, Chrysler Jeep; Panama City
- 5) John Lee Nissan / Panama City
- 6) Panama City Toyota; Panama City, Florida

VARIOUS OTHER APPRAISALS:

Single family residences and condominium units (over 3,000), apartment complexes, retail buildings, warehouses, subdivisions, office buildings, marinas, churches, health spas, cold storage facilities, a barrier island and numerous large tracts of gulf front land, as well as, a variety of special purpose properties.

PROFESSIONAL EXPERIENCE

After graduating from the University of Florida, I entered the real estate profession as a full-time appraiser with Merriam Realty under the supervision of Mr. Lauren E. Merriam.

In 1975, I left Merriam Realty to set up an appraisal department at Security Federal Savings and Loan Association of Panama City. During my employment with Security Federal, I either performed or reviewed all appraisals accepted by the Savings and Loan Association.

In 1977, I accepted a position with Freedom Federal Savings & Loan Association of Tampa, Florida, as manager of the Panama City Beach Branch Office. During this tenure of employment, I kept in touch with the real estate market by underwriting mortgage loans and reviewing real estate appraisals.

In August of 1978, I established Adkinson-Chandler Real Estate Appraisers, Inc. In 1983, I acquired my partner's interest in the company and the name of the business was changed to Chandler and Associates, Inc. I am presently employed as a full-time appraiser and President of Chandler and Associates, Inc.

I have served as an instructor of real estate and member of the Real Estate Advisory Council of Gulf Coast Community College. Also, I have testified as an expert witness in Federal Court and in the Circuit Courts of Florida. I have also testified before the Cabinet of the State of Florida on state land acquisition and endangered land values.

As of the date of this report, Randall C. Chandler, MAI had completed the requirements of the continuing education program of the Appraisal Institute.

REQUIRED DOCUMENT

BID FORM - PARCEL # 11 (31306-012-040)

This proposal of BP Linx, LLC, hereinafter called "BIDDER," is hereby submitting a bid to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to offer a monetary value for one or both properties of the **PCB22-36 ITB REAL ESTATE SURPLUS SALE**, as detailed in this solicitation in the attached Bid forms.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Basis of Award: The award may be to one or more Bidders with the highest responsive and responsible Bid per property.

Submitted By: BP LINX, LLC
Name of Firm/Individual Submitting This Bid

Bid Prepared By: JOHN WARREN
Name of Individual Who Prepared This Bid

Address: 4701 BAY POINT RD, PCB, FL 32408

Phone: (850) 258-0316

 12-9-2021
Signature of Authorized Representative of Firm/Individual Date

PARCEL # 11 (31306-012-040)

Description of Property: 3304 Jan Cooley Drive, Panama City Beach, Florida 32413, legal description TRACT "4": Commencing at the Southeast Corner of the NE1/4 of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00; thence N 00°21'27" W for 367.20

Feet to the POINT OF BEGINNING: thence S 89°38'33" W for 360.00 Feet; thence N 00°21'27" W for 250.00 Feet; thence N 89°38'33" E for 60.01 Feet; thence N 00°21'27" W for 167.91 Feet; thence N 89°38'33" E for 300.00 Feet; thence S 00°21'27" E for 417.91 Feet to the POINT OF BEGINNING, together with an Easement for Ingress and Egress from Delwood Beach Road, the easement comprising the West 20 Feet of the following described parcel:

Commence at the Southeast corner of the NE ¼ of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00 Feet to the POINT OF BEGINNING: thence continue West for 240.00 Feet; thence S 00°21'27" E for 169.38 Feet to the Northeasterly right of way of Delwood Beach Road; thence N 51°08'47" W along said right of way for 77.44 Feet; thence N 00°21'27" W for 486.13 Feet; thence N 89°38'33" E for 299.99 Feet thence S 00°21'27" E for 367.20 Feet to the POINT OF BEGINNING.

Together with an Easement for Ingress and Egress from Magnolia Beach Road, the easement more particularly described as:

Commence at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West 50 Feet; thence N 00°21'27" W for 785.11 Feet to the POINT OF BEGINNING of a 20-Foot easement lying left of the following course: continue N 00°21'27" W for 356.59 Feet to the Southerly right of way of Magnolia Beach Road and the terminus of this description.

Bid Price \$ <u>\$36,000</u> (Minimum Bid \$36,000)

I understand that this bid is for **PARCEL 31306-012-040:**

WATER TOWER: COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE WEST RIGHT-OF-WAY LINE OF JAN COOLEY DRIVE; THENCE N00 01'47"W ALONG THE WEST RIGHT-OF-WAY LINE 721.80 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE N00 01'47"W ALONG SAID WEST RIGHT-OF-WAY LINE 100.00 FEET; THENCE S89 58'13"W 100.00 FEET; THENCE S00 01'47"E PARALLEL WITH SAID WEST RIGHT-FO-WAY LINE 100.00 FEET; THENCE N89 58'13"E 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRES, MORE OR LESS.

I further understand and agree to the following:

- (5) An earnest money deposit will be made payable to the City of Panama City Beach in the amount of five percent (5%) of my bid amount by cashier's or bank check within 7 days of the City Council's acceptance of offer. The earnest money deposit shall be (i) returned to me, minus a \$500.00 administrative charge, if I revoke my offer prior to closing; or (ii) applied to the purchase price at closing if the bid is accepted and the transaction is closed; or (iv) forfeited to the City as liquidated damages if my bid is accepted by the City but I do not close the transaction on the day of closing for any reason.

(6) The City Attorney shall order title insurance and close the transaction on a Florida Bar/Florida Association of Realtors Vacant Land Contract, subject to the modifications in this bid, and that I am responsible for all closing costs, including the documentary stamps and title insurance. I also understand that the City shall convey the subject property by Special Warranty Deed.

(7) I intend to pay for the property (i.e., Cash at closing) financing terms, etc.) as follows:

CERTIFIED CHECK

(8) Bids will be considered by the City Council at its specially scheduled meeting on December 9, 2021. Acceptable bids shall close not later than December 31, 2021. I am able to close this transaction on or before the following date: Within 48hrs of clear title.

AUTHENTICATION

12-9-2021

DATE

John Warren

SIGNATURE OF BIDDER OR AUTHORIZED REPRESENTATIVE

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF Bay)

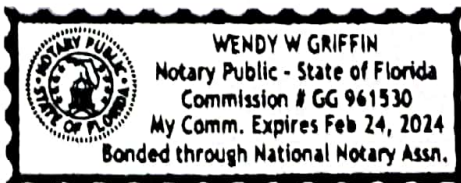
John Warren being, first duly sworn, deposes and
says that he is
Mgr. of
BPLinx, LLC

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said Bidder is not financially interested in or otherwise affiliated in a business way with any other Bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidders or person, to put in a sham Bid or that such other person shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price or affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid price, or that of any other Bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or Bid are true; and further, that such Bidder has not directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

John Warren
Affiant

Sworn to and subscribed before me this 9th day of December,
2021.

Wendy W Griffin
Notary Public
Expires: 2/24/24



Vacant Land Contract

- 1* **1. Sale and Purchase ("Contract"):** City of Panama City Beach
 2* ("Seller") and BP Linx, LLC
 3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: 3304 Jan Cooley Dr., Panama City Beach, FL 32408
 6* Legal Description: See Exhibit "A" for Parcel # 11.
 7 _____
 8 _____
 9 _____
 10 _____
 11* SEC /TWP / /RNG of County, Florida. Real Property ID No.: 31306-012-040
 12* including all improvements existing on the Property and the following additional property:
 13* _____
- 14* **2. Purchase Price:** (U.S. currency) \$ 36,000.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: Hand Arendall Harrison Sale LLC
 17* Escrow Agent's Contact Person: Tabitha Wichowski
 18* Escrow Agent's Address: 304 Magnolia Avenue, Panama City, FL 32401
 19* Escrow Agent's Phone: 850-769-3434
 20* Escrow Agent's Email: twichowski@handfirm.com
- 21 **(a) Initial deposit (\$0 if left blank) (Check if applicable)**
 22* accompanies offer
 23* will be delivered to Escrow Agent within 7 days (3 days if left blank)
 24* after Effective Date of the City Council's acceptance of offer by cashier's or bank check \$ 1,800.00
- 25 **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**
 26* within _____ days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
- 28* **(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____**
 29* **(d) Other: _____ \$ _____**
- 30 **(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)**
 31* to be paid at closing by wire transfer or other Collected funds \$ 34,200.00
- 32* **(f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The**
 33* **unit used to determine the purchase price is lot acre square foot other (specify): _____**
 34* **prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a**
 35* **calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in**
 36* **accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the**
 37* **calculation: _____**
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39* delivered to all parties on or before January 23, 2022, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
 42 **has signed or initialed and delivered this offer or the final counter-offer.**
- 43* **4. Closing Date:** This transaction will close on January 31, 2022 ("Closing Date"), unless specifically
 44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56* **(a)** **Buyer** will pay cash for the Property with no financing contingency.

57* **(b)** This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
59* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
60 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be
63 returned.

64* **(1)** **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65* or _____% of the purchase price at **(Check one)** a fixed rate not exceeding _____% an
66* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 disclose all such information to **Seller** and Broker.

70* **(2)** **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
71* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

72* _____
73 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
78 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
81 will make the loan.

82* **(3)** **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

83* _____
84* LN# _____ in the approximate amount of \$ _____ currently payable at
85* \$ _____ per month, including principal, interest, taxes and insurance, and having a
86* fixed other (describe) _____
87* interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage
88 will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89* **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
90* assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91 which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
92 **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

93* **7. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
94* Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.

95* **8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96* deed special warranty deed other (specify) _____, free of liens, easements,
97 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99* other matters to which title will be subject) _____,
100 provided there exists at closing no violation of the foregoing.

101 **(a) Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104* **(Check one)** **Seller's** **Buyer's** expense and

105* **(Check one)** within _____ days after Effective Date at least 72 hours days before Closing Date,

106 **(Check one)**

107* **(1)** a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

- 165* (2) **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,
 166 including being satisfied that either public sewerage and water are available to the Property or the
 167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
 168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
 169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract
 170 is not contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
 172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
 185* Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
 191 costs indicated below.

192 (a) **Seller Costs:**

193 Taxes on deed
 194 Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 Estoppel Fee(s)
 197* Other: _____

198 (b) **Buyer Costs:**

199 Taxes and recording fees on notes and mortgages
 200 Recording fees on the deed and financing statements
 201 Loan expenses
 202 Title evidence (if applicable under Paragraph 8)
 203 Lender's title policy at the simultaneous issue rate
 204 Inspections
 205 Survey
 206 Insurance
 207* Other: _____

208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.

212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
 216* installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.

219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
 221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 4 of 8 pages.

222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 **(f) Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
227 closing.

228 **(g) 1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in
239 this Contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
243 terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive
245 all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and
254 **Buyer's** deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by
257 this Contract, regarding any contingency will render that contingency null and void, and this Contract will
258 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by
259 an attorney or licensee (including a transactions broker) representing a party will be as effective as if
260 delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**.
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless
263 incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This
270 Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or
271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of **Seller**, **Buyer**, and Broker.

273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.

275 **(a) Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 5 of 8 pages.

277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
278 liable for the full amount of the brokerage fee.

279 **(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
284 equity to enforce **Seller's** rights under this Contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
311 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
314 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
316 treated as a party to this Contract. This Paragraph will survive closing.

317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
326 used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

327* _____
328 **Seller's** Sales Associate/License No.

_____ **Buyer's** Sales Associate/License No.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

VAC-14 Rev 3/21

Licensed to Alta Star Software and ID: D1548937718.R1SM.100757

©2021 Florida Realtors®

Software and added formatting © 2021 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

329* _____
 330 **Seller's** Sales Associate Email Address **Buyer's** Sales Associate Email Address
 331 _____
 332* _____
 333 **Seller's** Sales Associate Phone Number **Buyer's** Sales Associate Phone Number
 334 _____
 335* _____
 336 **Listing Brokerage** **Buyer's Brokerage**
 337 _____
 338 _____
 339* **Listing Brokerage Address** **Buyer's Brokerage Address**

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 **(Check if applicable):**
 342* A. Back-up Contract
 343* B. Kick Out Clause
 344* C. Other _____

345* **23. Additional Terms:** 1) The earnest money deposit shall be (i) returned to Buyer, minus a \$500.00 administrative
 346 charge, if Buyer revokes his offer prior to closing; or (ii) applied to the purchase price at closing if the bid is accepted
 347 and the transaction is closed; (iii) forfeited to the City as liquidated damages if the Buyer's bid is accepted by the City
 348 but the Buyer does not close the transaction of closing for any reason. 2) Buyer shall pay all closing costs.
 349 _____
 350 _____
 351 _____
 352 _____
 353 _____
 354 _____
 355 _____
 356 _____
 357 _____
 358 _____
 359 _____
 360 _____

361 **COUNTER-OFFER/REJECTION**

362* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364* Seller rejects Buyer's offer

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
 366 **signing.**

367* **Buyer:** _____ Date: _____

368* Print name: BP Linx, LLC

369* **Buyer:** _____ Date: _____

370* Print name: _____

371 **Buyer's** address for purpose of notice:

372* Address: 4701 Bay Point Rd, Panama City Beach, FL 32408

373* Phone: 850-258-0316 Fax: _____ Email: _____

374* **Seller:** _____ Date: _____

375* Print name: City of Panama City Beach

376* **Seller:** _____ Date: _____

377* Print name: _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

378 **Seller's** address for purpose of notice:

379* Address: _____

380* Phone: _____ Fax: _____ Email: _____

381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter-offer.)**

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-14 Rev 3/21

Licensed to Alta Star Software and ID: D1548937718.R1SM.100757

©2021 Florida Realtors®

Software and added formatting © 2021 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898



EXHIBIT A

PARCEL #11 (31306-012-040)

WATER TOWER: COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE WEST RIGHT-OF-WAY LINE OF JAN COOLEY DRIVE; THENCE N00 01'47"W ALONG THE WEST RIGHT-OF-WAY LINE 721.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00 01'47"W ALONG SAID WEST RIGHT-OF-WAY LINE 100.00 FEET; THENCE S89 58'13"W 100.00 FEET; THENCE S00 01'47"E PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE 100.00 FEET; THENCE N89 58'13"E 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRES, MORE OR LESS.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Ray Morgan, Fire

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution No. 22-78.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff recommends approval of grant agreement #FM616 between the City and the State of Florida Department of Financial Services which formalizes the appropriation of an amount not to exceed \$608,536.00 for the construction of a fire training tower to serve the needs of the local community. The architectural and engineering work associated with the tower is currently underway as authorized by the Council in Resolution 22-31 in November 2021. It is anticipated that the project will go out for bid in early June 2022.

[Res 22-78.Fire Training Tower Grant Agreement.pdf](#)

[Fire Tower Grant Agreement FM616.pdf](#)

RESOLUTION NO. 22-78

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES FOR CONSTRUCTION OF A FIRE TRAINING TOWER, IN THE BASIC AMOUNT OF \$608,536.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Grant Agreement between the City and the State of Florida Department of Financial Services, relating to the construction of a fire training tower, in the basic amount of Six Hundred Eight Thousand, Five Hundred Thirty Six Dollars (\$608,536.00), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

**GRANT AGREEMENT
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
AND
THE CITY OF PANAMA CITY BEACH**

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and the City of Panama Beach City (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to a specific appropriation of the General Appropriations Act, to grant funds to the Grantee; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to perform the tasks identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Department and the Grantee do mutually agree as follows:

A. Tasks and Performance Requirements:

In accordance with line 2377A of the General Appropriations Act for the 2021-2022 State fiscal year, the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein.

The funds shall be utilized to construct a fire training tower, and the performance requirements are specifically described in Attachment 1, Scope of Work (herein referred to as the “SOW”).

B. Incorporation of Laws, Rules, Regulations, and Policies:

The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.

C. Performance Period:

The performance period for this Agreement begins on July 1, 2021, and ends after completion of all deliverables, upon depletion of funding, or upon termination of funding, whichever occurs first, unless terminated earlier in accordance with the terms of this Agreement (Performance Period). No renewals or extensions of the Agreement are permitted.

D. Funding Requirements of Section 215.971(1), Florida Statutes (F.S.):

1. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Performance Period.
2. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
3. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of the Agreement.

E. Agreement Payment and Funding Considerations:

1. Compensation. This is a cost reimbursement agreement. This Agreement shall not exceed \$608,536, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. The State's and the Department's performance and obligation to pay under this Agreement after the State fiscal year referenced in Section A, above, is contingent upon the fixed capital outlay funding remaining available for use by the Grantee for the purpose specified herein.
2. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
3. Grantee Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.
4. Taxes. The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
5. Expenditures. All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the State of Florida Reference Guide for State Expenditures, which can be obtained at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.
6. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the SOW and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
7. Interim Payments. Payments will be made to the Grantee only after the Department's acceptance of the deliverable(s) per the deliverable payment points identified in the SOW; however, if the Department determines that circumstances warrant, the Department may accept partial performance and make partial payment for the partial performance.
8. Advance Payments. If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

9. Final Invoice. The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, the final invoice shall be submitted on or before September 1st following the June 30th ending date of the final State fiscal year in which the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

F. Governing Laws of the State of Florida:

1. Governing Law. The Grantee agrees that this Agreement is entered into in the state of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section V., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
2. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee.

For purposes of subsection b., "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance.

3. Advertising. Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
4. Sponsorship. As required by section 286.25, F.S., if the Grantee is a nongovernmental organization that sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.
5. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The

Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

6. **Records Retention.** The Grantee shall retain all records made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Performance Period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.
7. **MyFloridaMarketPlace.** Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

G. Return or Recoupment of Funds:

1. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager, and made payable to the "Department of Financial Services."
2. Notwithstanding the damages limitations of Section X., Limitation of Liability, if the Grantee's non-compliance with any provision of the Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.
4. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Employment Eligibility Verification: N/A

J. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
 - a. might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
 - b. involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Agreement Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Agreement Manager all reasonable assurances requested by the Department to demonstrate that:

- a. the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
- b. the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in the SOW or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
4. The Grantee agrees to make payments to any subrecipient or contractor within seven (7) working days after receipt of full or partial payments from the Department, unless otherwise stated in the agreement between the Grantee and the subrecipient or contractor. The Grantee's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Grantee and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due (see section 287.0585, F.S.).

M. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to

a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which, at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make, or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

3. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
5. The Grantee shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget (see SOW).
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement must be vested in the Department and said property shall be transferred to the Department upon completion or termination of the Agreement unless otherwise authorized in writing by the Department.

N. Requirements Applicable to the Purchase of, or Improvements to, Real Property:

If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (see section 287.05805, F.S.).

O. Insurance:

The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

Upon execution of this Agreement, the Grantee shall provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Department proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is

cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee.

P. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

Q. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Performance Period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

R. Electronic Funds Transfer:

The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

S. Entire Agreement:

The following documents are attached and incorporated into this Agreement, are considered an integral part of the Agreement, and embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

- a. Attachment 1, Scope of Work;
- b. Pages 1 through 14 of this Agreement;
- c. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
- d. Attachment 3, Index of Applicable Laws and Regulations;
- e. Addendum A, Public Records Requirements (all references in this addendum to "Contractor" shall be read to say "Grantee," and all references to "Contract" shall be read to say "Agreement");
- f. Appendix 1, Grantee's contract with its contractor for Engineering and Architectural work; and Pre-Construction work.
- g. Appendix 2, Grantee's contract with its contractor for construction work.

T. Time is of the Essence:

Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and comply with all other deadlines necessary to perform the Agreement, which include, but are not limited to, attendance of meetings or submittal of reports.

U. Termination:

1. Termination Due to the Lack of Funds.

If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

2. Termination for Cause.

The Department may terminate the Agreement if the Grantee fails to:

- a. satisfactorily complete the deliverables within the time specified in the Agreement;
- b. maintain adequate progress, thus endangering performance of the Agreement;
- c. honor any term of the Agreement; or
- d. abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under:

- a. this Agreement; or
 - b. applicable program laws, rules, and regulations governing the use of funds under this Agreement.
3. Termination for Convenience.
The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product after it receives the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
4. Grantee's Responsibilities upon Termination.
If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
- a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
 - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

V. Dispute Resolution:

Unless otherwise stated in the SOW, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

W. Indemnification:

1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright,

patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department will not be liable for any royalties.

3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee:
 - a. written notice of any action or threatened action;
 - b. the opportunity to take over and settle or defend any such action at the Grantee's sole expense; and
 - c. assistance in defending the action at the Grantee's sole expense.

The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

X. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

Y. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement. In the case of any delay the Grantee believes is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR**

EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this Section is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

Z. Mandatory Disclosure Requirements:

1. **Conflict of Interest.** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
2. **Convicted Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”
3. **Discriminatory Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”
4. **Antitrust Violator Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
5. **Department Inspection of Records.** Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the

Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.

6. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

AA. Severability:

If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

BB. Survival:

Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

CC. Execution in Counterparts:

This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

DD. Contact Information for Grantee and Department Contacts:

Grantee’s Payee:

Grantee’s Agreement Manager:

City of Panama City Beach	Karen Ellis
17007 Panama City Beach Parkway	17007 Panama City Beach Parkway
Panama City Beach, FL 32413	Panama City Beach, FL 32413
850-233-5100	850-233-5100
Kim.Skibba@pcbfl.gov	Karen.ellis@pcbfl.gov

Department’s Agreement Manager:

Melissa Dembicer
 200 E. Gaines Street
 Tallahassee, FL 32399-0340
 (850) 413-3606
 Fax: (850) 922-1235
 Melissa.Dembicer@myfloridacfo.com

In the event that any of the information provided in this Section changes after the execution of this Agreement, the Party making such change shall provide written notice to the other Party of such change. Such changes do not require a formal amendment to the Agreement.

EE. Notices:

The contact information provided in the immediately preceding Section shall be used by the Parties for all communications under this Agreement. Where the terms “written notice” or notice “in writing” are used to specify a notice requirement herein, said notice will be deemed to have been given:

1. when personally delivered;
2. when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid);
3. the day following the day (except if not a business day, then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or
4. on the date actually received or the date of the certification of receipt.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee: City of Panama City Beach

Department of Financial Services:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1
SCOPE OF WORK (SOW)

- 1. Project Description.** Line 2377A of the General Appropriations Act for the 2021-2022 State fiscal year provides for the appropriation of \$608,536 to the Grantee for the construction of a fire training tower to serve the needs of the local community.

Funding under this Agreement will be used for the construction of a fire training tower located at 17121 Panama City Beach Parkway, Panama City, FL 32413. The fire training tower will be four-stories and pre-engineered. The tower will create a training environment that simulates various structures, including residential, multiple vehicle parking lot, apartment complex. The project construction costs are estimated at \$858,536 with \$250,000 in local funding.

- 2. Grantee Responsibilities.** The Grantee shall:

- a. Complete all pre-construction elements for the construction, which include, but are not limited to, design development, design plans, engineering plans, and construction site mobilization.
- b. Submit to the Department, prior to beginning construction of the fire training tower, copies of:
 - i. all ownership documents;
 - ii. all construction plans and designs;
 - iii. all required permits;
 - iv. notice of commencement of construction;
 - v. all contracts and subcontracts in furtherance of this Agreement; and
 - vi. written evidence that all construction services were competitively procured to the extent required by law.
- c. Complete construction of the fire training tower in accordance with: the design and construction plans submitted to the Department; the requirements set forth in this Agreement; and any applicable local, State (including, but not limited to, chapter 255, F.S.), and federal laws and regulations.
- d. Provide a completed budget to the Department's Division of State Fire Marshal (Division) that accounts for all funding for the construction.
- e. Provide the Department with any amendments made to the contracts and subcontracts issued in furtherance of this Agreement. Note: It will be in the Department's sole discretion to determine whether such amendments require a written amendment to this Agreement.
- f. Prior to executing the contract for construction, allow the Department to review the contract documents and, if the Department believes that the contract does not comply with the law or protect the Department's interest in ensuring completion of the demolition and construction, the Grantee shall edit the contract to address these concerns. If a competitive solicitation is required, the Grantee shall submit the proposed contract that will be issued as a part of the solicitation documents to the Department before issuance of the solicitation.

- 3. Department's Responsibilities.**

- a. Review the Grantee's reports, invoices, and other records and reconcile them to supporting records.
- b. Monitor the Grantee's progress as it deems necessary, which may include site visits, to verify that the deliverables are being performed in accordance with this Agreement.
- c. Process payments to the Grantee for costs that are allowable, reasonable, and necessary.

- 4. Deliverables.**

The Grantee shall complete the following deliverables:

Deliverable No. 1 – Pre-Construction and Engineering and Architectural Tasks for the Fire Training Tower.		
Tasks	Documentation	Financial Consequences
Complete all pre-construction work and to plan the engineering and architectural work and oversee the construction of the fire training tower in accordance with the contract between the Grantee and the contractor performing the work, which is attached as Appendix 1.	<ol style="list-style-type: none"> 1) Invoice in accordance with Section 6, below. 2) The Grantee shall submit: <ol style="list-style-type: none"> a. Copies of invoices for payment for pre-construction work. b. Documents evidencing the procurement of the design/architectural contractor. c. Copies of invoices for payment under the design/architectural contract. d. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's contractor. e. Copy of the signed and sealed design/architectural plans. 	Failure to complete this deliverable as specified within this SOW will result in non-payment of the invoiced amount.
ESTIMATED COST - \$300,000		

Deliverable No. 2 – Tasks to Construct the Fire Training Tower.		
Tasks	Documentation	Financial Consequences
Complete all work to construct the fire training tower in accordance with the contract between the Grantee and the contractor performing the work, which is attached as Appendix 2. [Note: The contract for this work will not be finalized until after completion of	<ol style="list-style-type: none"> 1) Invoice in accordance with Section 6, below. 2) The Grantee shall submit copies of: <ol style="list-style-type: none"> a. any construction phase inspection reports; b. any documents demonstrating satisfactory performance in 	Failure to pass each required construction phase inspection will result in non-payment of the associated invoiced task(s) until passage of the construction phase inspection. The Department will not reimburse the Grantee the amount of fees assessed for any re-inspection.

<p>Deliverable No. 1, and therefore it is not currently attached. Once the contract is entered, this Agreement will be amended to attach the contract as Appendix 2 and to delete this sentence.]</p>	<p>completion of the tasks listed in the contract which is attached as Appendix 2;</p> <p>c. proof of release of any liens that are associated with the work for which payment is requested; documentation to support performance by and payments made by contractor to subcontractors and suppliers for satisfaction of contractor's obligations under its contract with the Grantee; and</p> <p>d. cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's contractor.</p>	
		ESTIMATED COST - \$308,536
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$608,536		

5. Reconciliation Report.

Pursuant to section 215.971, F.S., the Department's Agreement Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Agreement Manager requests documentation from the Grantee's Agreement Manager for this purpose, Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request.

6. Invoice Submittal and Payment Schedule.

The Grantee shall provide an itemized invoice for all portions of the deliverable rendered during the applicable period of time. After receipt of the invoice, and in accordance with the payment provisions established in Section E of the Agreement, the Department shall disburse the amount of funds approved by the Department.

The Grantee shall submit the following documents with the itemized invoice:

- a. An invoice to the Department which is signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:

- i. are specifically for the project represented to the State in the budget appropriation;
 - ii. are for one or more of the construction components listed in the deliverable in Section 4, Deliverable;
 - iii. have been paid, unless asking for an advancement; and
 - iv. were incurred after the date specified in Section C, Performance Period, of the Agreement document, and prior to the end of the Performance Period.
- b. All documentation (specified in Section 4, Deliverable) necessary to demonstrate that progress on the project has been made and the work being invoiced has been completed in accordance with the requirements of this Agreement.

The Department may require any other information from the Grantee that the Department deems necessary to verify performance in accordance with this Agreement.

7. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Failure to complete the required duties outlined in the SOW shall result in the rejection of the invoice, and, as stated above in Section 4, Deliverables, if re-inspection is invoiced, the Department will reduce the invoice by that amount.

This provision for financial consequences shall not affect the Department’s right to terminate the Agreement as provided elsewhere in the Agreement.

8. Disposition of Property.

- a. Pursuant to Section M, Nonexpendable Property, of this Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department’s response prior to disposing the property. “Disposition” as used herein, includes, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein; and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Upon satisfactory completion of the requirements of this Agreement, the Grantee is authorized to retain ownership of the real property improved under this Agreement; however, for five (5) years thereafter the Grantee must provide written notice to the Department of any circumstance that:
- i. will impact or has impacted, in any way, the Grantee’s ownership of such property; or
 - ii. will modify or has modified the use of such property from the purposes authorized herein.

Such notice must be provided within ten (10) business days of learning of the event that will result or has resulted in either circumstance. If either of these circumstances arise, the Department will have the right, within its sole discretion, to demand that the Grantee reimburse the Department for part or all of the funding provided to the Grantee under this Agreement.

9. Failure to Complete Project Timely.

Upon completion of the project, the Grantee shall submit to the Department a copy of the Certificate of Occupancy and photos of the completed project. The Department will have the right, in its sole discretion, to demand that the Grantee reimburse the Department for part or all of the funding provided to the Grantee under this Agreement if: 1) the Grantee fails to obtain the required construction permit(s) within three (3) years after the documentation listed in section 2.d. for Deliverable No. 1 has been created; or 2) the construction permit expires before the certificate of occupancy has been issued.

- End of Attachment 1 (Scope of Work) -

APPENDIX 1

Grantee's Contract with its Contractor for Engineering and Architectural Work;
and Pre-Construction Work

RESOLUTION NO. 22-31

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH JRA ARCHITECTS, INC. FOR DESIGN AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE FIRE TRAINING TOWER IN THE TOTAL AMOUNT OF \$91,031.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order to the Master Services Agreement between the City and JRA Architects, Inc., relating to the design and construction administrative services for the Fire Training Tower, in the total amount of Ninety One Thousand, Thirty One Dollars (\$91,031), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in special session this 10th day of November, 2021.

**CITY OF PANAMA CITY BEACH,
FLORIDA**

By: _____


Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, MMC, City Clerk

October 22, 2021

ATTACHMENT "A"



Al Shortt
Construction Project Manager
City of Panama City Beach
17007 Panama City Beach Pkwy
Panama City Beach, FL 32413

**RE: SCOPE OF WORK AND FEE PROPOSAL FOR PANAMA CITY BEACH FIRE
TOWER
JRA 21807 C/AC**

Dear Al,

Per our meeting (9/1/21), JRA has revised our Fee Proposal for the above referenced project.

SCOPE OF WORK:

The scope shall be further defined in the design phase and be in accordance with the following:

- A. Tower is located across the street from Station 30: See attached for location and preliminary layout.
- B. Specify and coordinate the construction of a four-story Pre-Engineered Fire Tower. The Tower shall meet PCBFD function and performance requirements.
- C. The Tower shall create a training environment that simulates various structures in Panama City Beach. The four-story training structure shall simulate one and two-story residential structures and apartment complexes with open corridor breezeways. It shall also simulate high-rise structures with interior stairwells that lead to exterior breezeways.
- D. Each of the four sides of the Tower shall simulate a different type of structure with parking according to that type of structure. Such as, two-way driveway with landscaping for the residential side, multiple vehicle parking lot for the apartment complex side and the high-rise side should simulate parking along Front Beach Road. Approximately 50 feet of paved area shall extend around the Tower and be connected to adjacent fire station drive.
- E. Utilities shall include fire hydrants, water, power, and others as needed.
- F. Architectural and Engineering Services will include submittals for review to include Conceptual Design, Design Development set at 60% design, Construction Documents at 90% design and Final Construction Documents issued for construction. Final Construction Documents shall be sufficiently detailed to provide contractor with clear direction on construction and assembly of all facets of the facility without interpretation.

- G. During the Programming Phase, JRA will meet with the users of the facility and produce a Programming Document that will include cut sheets, sketches or other information that relate to the project. This document is a working document that will be updated throughout the design process to ensure that all the needs and requirements are met in the final design.
- H. Along with architectural components, the documents will include Civil, Structural, MEP, and Landscape and Irrigation Designs and Specifications.
- I. As requested, the Civil Site Work Design, an additional service, will include drainage, storm water, road and sidewalk connections, existing parking modifications where appropriate, utility services, lighting, signage, landscaping, and irrigation. Designs will comply with FDEP Rule 62-346 Environmental Resource Permitting in Northwest Florida and City of Panama City Beach Land Development Regulations. All storm water will be held on Tower site.
- J. Survey work and geo-technical research and recommendations are included in this fee proposal as additional services.
- K. Any surveying or civil fees related to wetlands are excluded and will be additional services, if required.
- L. Services will include permitting services to include submittal coordinated with the contractor, follow-up, and responses; however, the City will pay all permit submittal and issuance fees.
- M. Environmental survey, delineating wetlands and the identification of endangered plants and animals are not included and will be an additional service.
- N. Throughout the process, JRA will coordinate input from responsible staff and users, but only as directed by the City's designated Project Manager.
- O. JRA will assist in the bidding process including the advertisement, Pre-Bid Meeting and issuance of any clarifications needed. We will chair the bid opening and assist the City Project Manager with the evaluation of all bids.
- P. During construction, JRA will review submittals, review contractor pay requests, issue clarifications and additional information as required, conduct site visits once a week, participate in the monthly Owner/Architect/Contractor meetings, perform close-out punch lists, review final payment request, and review warranties and O&M manuals.
- Q. JRA will coordinate all site observations with our consulting engineers to ensure the work meets the requirements of the Florida Building Code. Coordination and scheduling of inspections with the AHJ are typically the contractor's responsibility.
- R. JRA has developed a preliminary production schedule as follows:
 - Notice to Proceed- Starts programming effort.
 - Programming- 4 weeks with Owner Review, if required, during last week.

- Design Development 30% Documents- 4 weeks
- Owner Review- 2 weeks
- 60% Construction Documents - 3 weeks. Will include specification table of contents and 60% drawings from all subconsultants except landscape/irrigation.
- Owner Review- 2 weeks
- 90% Construction Documents- 3 weeks. Will include technical specification and 90% drawings from all subconsultants.
- Owners Review- 2 weeks
- 100% Construction Documents- 2 weeks
- Owners Review- 2 weeks
- Submit Documents to Building Department- 2 weeks
- Design Team to pick up final comments from Owner/Building Official.
- Ready to Advertise for Bid.

DESIGN FEES:

- JRA is basing our proposal on a construction cost of \$760,000, excluding site development cost. Using the Department of Management Services, Fee Calculator Less than Average Complexity "E", the base fee would be **\$54,956**. The basic fee includes Architectural, Structural, Mechanical, Electrical, Plumbing, and Construction Administration.

• Civil	McNeil Carroll	\$	15,000
• Landscape/Irrigation	Alan Holt	\$	4,500
• Site Lighting	HG Engineers	\$	2,800
• As-Built Drawings	JRA/McNeil/Dewberry	\$	6,000
• Survey	Dewberry	\$	2,275
• Soil Testing	NOVA	\$	5,500

Additional Services Total \$ 36,075

• Fire Station Tower Summary: Base Fee	\$	54,956
• Additional services	\$	36,075

Total Fire Tower Architectural Services Fee: \$ 91,031

For additional services, with costs not yet determined, the cost shall be the consultants' fees plus 10%. For JRA staff the following hourly rate shall apply.

Principle	\$ 150.00
Architect	\$ 125.00
Architect Intern	\$ 100.00
Designer	\$ 70.00
CADD Technician	\$ 60.00
Administrative	\$ 45.00

I am excited to get started. Let me know if you need anything else or if you have any questions.

Thanks,

JRA ARCHITECTS, INC



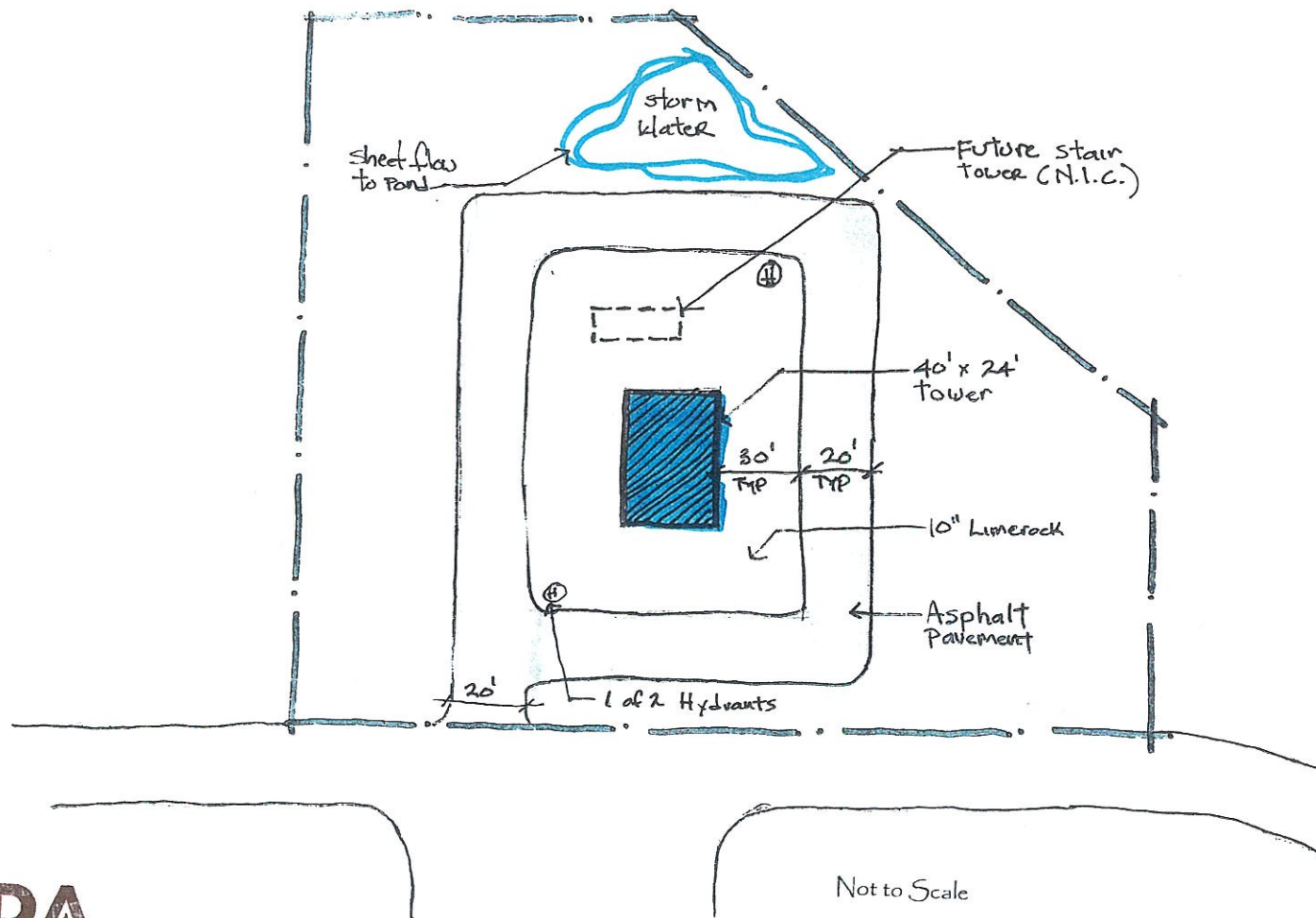
David Vincent
President

Attachments: Preliminary Site Plan

Cc: Jim Roberson- JRA
File

Preliminary Site Plan

For costing only



COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2

DATE
NOVEMBER 10, 2021

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND JRA ARCHITECTS, INC., RELATING TO PROFESSIONAL ARCHITECTURAL SERVICES dated September 14, 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Architect agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Design and Construction Admin. Services for Fire Training Tower

Architect's total compensation shall be (check one):

a stipulated sum of \$ 91,031 ; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
a fee determined on a time-involved basis with a maximum cost of
\$ _____:

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on NOVEMBER, 2021, and shall be completed within 180 calendar days. The date of completion of all work is therefore May 14, 2022. Liquidated delay damages, if any, are set at the rate of \$0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Architect and City, Architect is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

[Signature]
Subrina Smith

JRA Architects, Inc.

By: [Signature] Date: 11/10/21
Its: FOUNDING PARTNER

ATTEST

[Signature]
Lynne Fasone
City Clerk

CITY OF PANAMA CITY BEACH, FLORIDA

By: [Signature] Date: 11.7.21
ASSISTANT City Manager

ATTACHMENT 2



**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): Melissa.Dembicer@myfloridacfo.com

or

Paper (hard copy):
Melissa Dembicer
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: Local Government Fire Service Grants

State Awarding Agency: State of Florida, Department of Financial Services

Catalog of State Financial Assistance Title and Number: Local Government Fire Service Grants,
43.009

Amount: \$608,536

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement #FM616 between the Grantee and the Department, entered in State Fiscal Year 2021-2022.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

1 of 2

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsRequest@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Boyer Christopher, Police

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Staff recommends approval of a Budget Amendment for PCBPD Targeted Enforcement Against Speed/Aggressive Driving SC-2022-00240.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** No

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Police Department has been approved by the Florida Department of Transportation for the PCBPD Targeted Enforcement Against Speed/Aggressive Driving (SC-2022-00240) reimbursement grant. The grant amount is \$25,000.00 and will be used for overtime salaries and benefits for saturation patrols which are designed to enhance public awareness of and compliance with safe driving practices to reduce traffic crashes and fatalities. The overtime can begin immediately upon approval of the budget amendment.

NOTE: Grant authorized funding cannot be utilized to supplant an officer's normal scheduled overtime.

[Res 22-79.PD Grant Targeted Enforcement.Budget Amendment.pdf](#)

[BA #7.pdf](#)

[15494_1062046-SC-2022-00240G2222Award \(1\).pdf](#)

RESOLUTION NO. 22-79

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RATIFYING AND CONFIRMING A GRANT AGREEMENT FOR TARGETED ENFORCEMENT AGAINST SPEED AND AGGRESSIVE DRIVING; AND AUTHORIZING A BUDGET AMENDMENT RELATED TO RECEIPT AND EXPENDITURE OF THESE GRANT FUNDS.

BE IT RESOLVED that:

1. The City Council hereby ratifies and confirms execution of that certain Subgrant for Highway Traffic Safety Funds related to Targeted Enforcement Against Speed and Aggressive Driving, in the basic amount of \$25,000, in the form **attached** as Exhibit A and presented to the Council today.

2. The following budget amendment #7, is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2021 and ending September 30, 2022, as shown in and in accordance with the **attached** and incorporated Exhibit B, to reflect the receipt and expenditure of these grant funds.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2022.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA #7

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.14-10	Salaries Overtime	400,000.00	21,711.00	421,711.00
TO	001-2101-521.21-10	Matching FICA	472,800.00	1,661.00	474,461.00
TO	001-2101-521.22-20	Retirement Sworn	352,900.00	1,628.00	354,528.00
TO	001-0000-334.20-40	FDOT Traffic Grant	0.00	(25,000.00)	(25,000.00)
Check Adjustment Totals:			1,225,700.00	0.00	1,225,700.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
 To reflect the award of a \$25,000 grant from FDOT for traffic enforcement
 and to appropriate the grant funds for police department overtime and related benefits

ROUTING FOR APPROVAL

RESOLUTION # _____ DATE _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

500-065-01
 SAFETY
 8/21

Project Number: SC-2022-00240	FDOT Contract Number: G2222
Federal Funds Awarded: \$25,000	FDOT DUNS Number: 80-939-7102
Subgrant Award (Start) Date: 12/06/2021	Subgrant End Date: 09/30/2022
Part I: GENERAL ADMINISTRATIVE INFORMATION	
Project Title: Targeted Enforcement Against Speed and Aggressive Driving	
Federal Funding: \$25,000 Match: \$ Total Cost: \$25,000	
1. Subrecipient Agency: Agency Name: City of Panama City Beach Address Line 1: 17007 Panama City Beach Parkway Address Line 2: City: Panama City Beach State: Florida Zip: 32413	2. Implementing Agency: Agency Name: Panama City Beach Police Department Address Line 1: 17115 Panama City Beach Parkway Address Line 2: City: Panama City Beach State: Florida
3. Federal ID Number: 596045116	
4. DUNS Number: 018095984	
5. Chief Financial Officer: Name: Karen Ellis Address Line 1: 17007 Panama City Beach Parkway Address Line 2: City: Panama City Beach State: Florida Zip: 32413-2362 Telephone No: (850) 233-5100 ext. E-Mail Address: kellis@pcb.gov.com	6. Project Director: Name: Richard McClanahan Address Line 1: 17115 Panama City Beach Parkway Address Line 2: City: Panama City Beach State: Florida Zip: 32413 Telephone No: (850) 233-5000 ext. E-Mail Address: rmccclanahan@beachpolice.org
7. Financial Reimbursement Contact: Name: Karen Ellis Title: Chief Financial Officer Telephone Number: (850) 233-5100 ext. E-Mail Address: kellis@pcb.gov.com	8. Project Activity Contact: Name: Richard McClanahan Title: Captain Telephone Number: (850) 381-5161 ext. E-Mail Address: rmccclanahan@beachpolice.org
9. Payment Remittance Address: Name: City Of Panama City Beach Address Line 1: 17007 Panama City Beach Parkway Address Line 2: City: Panama City Beach State: Florida Zip: 32413-2362	

Amendment Number:

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

500-085-01
 SAFETY
 8/21

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem:

Panama City Beach is located in the Western part of Bay County and has experienced a large number of traffic crashes over the past three years. The city is home to attractions such as Pier Park and is widely known as the home of the world's most beautiful beaches. It is home to numerous hotels and condominiums offering breathtaking views of the white sandy beaches and emerald, green waters. It is also home to four public schools with over 5,000 students in attendance. Panama City Beach also borders the City of Panama City which is quickly becoming a highly visited tourist area of its own. All of these factors contribute to a substantial increase in the amount of vehicular traffic utilizing the roadways within the city limits. This, coupled with the ever-increasing population of Panama City Beach, has caused an increase in violations of traffic laws, in particular speeding and aggressive driving violations. This is evident in the total number of traffic citations issued and traffic crashes investigated by the Panama City Beach Police Department over the last three years. Recently Panama City Beach has seen an increase in speed-related collisions.

According to the Florida Department of Transportation's (FDOT's) Fiscal Year (FY) 2022, Highway Safety Matrix Panama City Beach and the county it resides in are both in the Top 25% ranking 3rd for the city and 2nd for the county in the Speeding or Aggressive Driving priority area. Panama City Beach ranked in the Top 25% of every single category on the matrix. This highly suggests that there is a need for more enforcement operations.

2. Proposed Solution:

The Panama City Beach Police Department's (PCBPD) proposed program aims to reduce traffic fatalities and injuries by implementing enforcement campaigns targeting speed and aggressive driving infractions. Panama City Beach Police (PCBP) will utilize resources to conduct high-visibility, zero-tolerance enforcement operations at locations identified as having a high frequency of traffic crashes and or fatalities to supplement existing traffic operations.

The PCBPD will review crash data to help create each performance report to determine high-frequency crash and fatality locations throughout our jurisdiction. The Project Director will be responsible for ensuring that the data is reviewed in order to make any possible changes. Our agency will commit to locating and targeting high-frequency locations for this program. In addition, the Project Director will be responsible for distributing this information to all sworn personnel within the uniform patrol division, with the expectation that personnel assigned to the areas will increase law enforcement presence in those locations.

The Project Director will continually review traffic conditions involving hazardous areas, such as heavily congested areas where large crowds of pedestrians interact with vehicular traffic, to ensure overtime enforcement is being properly utilized. This is especially important during Spring Break and the summer season when hundreds of thousands of pedestrians are out walking and vehicles are driving along our roadways. The use of solar-powered message and speed feedback signs at key locations throughout the city is essential in reducing crashes and saving lives where this tremendous amount of pedestrian and vehicular traffic is present. By participating in the National Traffic Highway Safety Administration (NHTSA) enforcement waves and partnering with local law enforcement agencies, Community Traffic Safety Team (CTST) members, and Law Enforcement Liaison (LEL) personnel, we will put our best efforts forward to lower the traffic crash statistics.

Panama City Beach Police Department will also conduct educational initiatives for businesses, civic

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

organizations, public forums, and news media outlets to raise awareness of crashes involving speed and aggressive driving. A special emphasis will be made to raise traffic safety awareness by use of social media and message boards signs.

In order to facilitate the delivery of this traffic safety message, the Panama City Beach Police Department will partner with local resources, including the Community Traffic Safety Team, the Law Enforcement Liaison Program, neighboring law enforcement agencies, and local media outlets. The Panama City Beach Police Department will also participate in the Statewide public awareness and enforcement campaigns sponsored by the Florida Department of Transportation State Safety Office.

FDOT subgrants over the past few years have been extremely beneficial and we hope to continue the efforts set forth by the National Highway Traffic Safety Administration (NHTSA). In order to continue making a positive impact on the reduction of traffic crashes, we must stay on track with FDOT funding for saturation overtime patrols. Without this much-needed funding, our enforcement efforts would be greatly reduced.

The Program Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. Also, the Project Director will ensure that funds from this program are used prudently and conservatively to ensure that the award will extend the entire subgrant cycle. Every officer that performs under this subgrant will complete any mandated training and will complete the FDOT State Safety Office Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be submitted and maintained by the Project Coordinator, who will ensure that copies are attached to each reimbursement invoice.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 3% when compared to the previous three-year average.
- c. Conduct at least 1 speed and/or aggressive driving high visibility overtime enforcement operation per month.
- d. Participate in the state Southern Shield campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- e. Conduct and or participate in 3 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period.
- f. Provide speed and/or aggressive driving information and education to the public through the use of message boards/local media outlets/social media/press releases at least 3 times during the project period.

4. Evaluation:

- a. Enforcement activity start date.
- b. Speed and/or aggressive driving crashes and fatalities are reduced by 3% citywide, compared to the previous three-year average.
- c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

500-065-01
SAFETY
8/21

- d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Shield campaign.
- e. The number of educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.
- f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of message boards/local media outlets/social media/press releases during the project period.

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

500-065-01
 SAFETY
 8/21

Part III: PROJECT DETAIL BUDGET

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services				
Overtime Salary and Benefits	\$25,000	\$	\$25,000	No
	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement, and Workers Compensation.			
Subtotal:	\$25,000	\$	\$25,000	
B. Contractual Services				
Subtotal:	\$	\$	\$	
C. Expenses				
Subtotal:	\$	\$	\$	
D. Equipment Costing \$5,000 or More				
Subtotal:	\$	\$	\$	
E. Indirect Cost				
Subtotal:	\$		\$	
Total Cost of Project:				
	\$25,000	\$	\$25,000	

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

500-085-01
SAFETY
8/21

PART IV: PERFORMANCE REPORT

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant . (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency. This agreement is line item specific and an amendment to the subgrant agreement is required for any reallocation of funds provided under this subgrant agreement.

FEDERAL REGULATIONS

1. Access to Public Records and Monitoring. The Florida Department of Transportation (FDOT), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. Audit. The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

- (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F - Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

- Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.
- ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F - Audit Requirements.
 - iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
 - iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F - Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance
 3. Wholly or partly suspend or terminate the Federal award
 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency)

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

5. Withhold further Federal awards for the Project or program
6. Take other remedies that may be legally available
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - ix. The Subrecipient, when submitted financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.
- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

3. Offsets. If, after subgrant completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient If, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

6. Code of Conduct. The Subrecipient has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. Contract Work Hours and Safety Standards Act. Where applicable, all subcontracts under this subgrant agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Debarment and Suspension. No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

- (a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- (b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. No Federal Obligation. This agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. Nondiscrimination. Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)
- (j) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program

- 17. Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

- 18. Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 19. Prohibition on certain telecommunications and video surveillance services or equipment.** subrecipients are prohibited from obligating or expending loan or subgrant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- 20. Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.33, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

- 21. Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

500-065-01
 SAFETY
 8/21

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- (c) **Restriction of Use for Federal Civilian and Military Employees.** Subgrant funding is not allowable for the cost of training federal civilian and military employees. Indian Nations may be supported with written approval from the FDOT Traffic Safety Administrator and NHTSA.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

of this Agreement.

- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 1981, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Subgrant Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Seat Belt Use.** In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, subrecipients are encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.
- (c) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:
- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.
- iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department .

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. Prohibited Interests. The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

41. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

42. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

43. Relationship of Parties. The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

44. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation
 Attn: Traffic Safety Administrator
 State Safety Office, MS 53
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. JURY TRIAL WAIVER.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.
- 52. Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.
- 53. IRS Form 990 Annual Report and Executive Compensation Reporting.** Pursuant to Governor's Executive Order 20-44, if the Subrecipient/Contractor/Vendor/Agency/Other Party is required by the Internal Revenue Code to file *IRS Form 990* and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Subrecipient/Contractor/Vendor/Agency/Other Party shall submit an Annual Report to the Department, including the most recent *IRS Form 990*, detailing the total compensation for each member of the Subrecipient/Contractor/Vendor/Agency/Other Party executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. Recipient shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports required by this Amendment within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Subrecipient/Contractor/Vendor/Agency/Other Party. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Subrecipient/Contractor/Vendor/Agency/Other Party receiving Department funding.

GRANT MANAGEMENT

- 54. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by the one of the original signatories of this subgrant agreement. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

55. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
 Attn: Traffic Safety Administrator
 State Safety Office, MS 53
 605 Suwannee Street
 Tallahassee, Florida 32399-0450

Florida Department of Transportation
 Attn: Governor's Highway Safety Representative
 State Safety Office, MS 53
 605 Suwannee Street
 Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with Department's decision(s).

56. Equipment. Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$5,000 or more.** Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from the FDOT Safety Office.
 - ii. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT Safety Office.
 - iii. Dispositions must be requested and shall receive prior written approval from the FDOT Safety Office.
- (c) **Disposition of Equipment Costing \$5,000 or more.** In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should use the Equipment Disposition Request Form 500-065-026 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$5,000.** Equipment that does not meet the unit purchase price threshold of \$5,000 should be disposed of in accordance with the agencies own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.

57. Expense Purchases for \$200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

58. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

59. How this Subgrant Agreement is Affected by Provisions Being Held Invalid. If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

60. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits
- (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends
- (c) Failure to provide required performance and final narrative reports in the required time frame
- (d) Failure to perform work described in Part II of this subgrant agreement

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

- (e) Failure to provide reimbursement requests and performance reports in a timely manner
- (f) Providing fraudulent performance reports or reimbursement requests
- (g) Misuse of equipment purchased with Federal highway safety funds

61. Performance. In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction .

62. Personnel Hired or Paid Under this Subgrant Agreement.

- (a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.
- (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.
- (c) **Bonuses or stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for Subgrant execution. Increases in Subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Subgrant are allowable and eligible for reimbursement.
- (d) **Overtime.**
 - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
 - ii. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally-financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

63. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this subgrant agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

64. Term of this Subgrant Agreement. Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

65. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this subgrant shall be subject to any additional authorization requirements or restrictions imposed by: the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the subgrant period.
- (c) **Prerequisite Approvals.** Travel meeting any of the following criteria shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project:

- i. Purchase of Air fare

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

- ii. Travel to conference
- iii. Travel which includes a registration fee
- iv. Out-of-subgrant-specified work area travel
- v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$175.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$175.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$175 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If lodging a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

66. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

67. Allowable Costs. The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

68. Subcontract Agreements.

(a) **Requirement for Pre- Approval.** All subcontract agreements must be submitted to the FDOT Safety Office in

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

500-065-01
 SAFETY
 8/21

draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include as a minimum the following information:

- i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period)
- ii. Total contract amount
- iii. Scope of work/Services to be provided
- iv. Quantifiable, measurable, and verifiable units of deliverables
- v. Minimum level of service to be performed and criteria for evaluating successful completion
- vi. Budget/Cost Analysis
- vii. Method of compensation/Payment Schedule

(c) **Additional Required Clauses.**

- i. **All subcontract agreements shall contain the following statement:** "The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number), A final invoice must be received by (insert date)
- ii. **Buy American Act clause** (see Section 4 of Part V)
- iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
- iv. **Cooperation with Inspector General** (see Section 32 of Part V)
- v. **DBE Clause** (see Section 10(b) of Part V)
- vi. **E-Verify clause** (see Section 33 of Part V)
- vii. **Nondiscrimination clause** (see Section 16 of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess \$150,000) (see Section 5 of Part V)
- ix. **Integrity Certification Clause** (see Section 27 of Part V)
- x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
- xi. **Indemnification and Insurance** (see Section 34 of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
- xiii. **Human Trafficking Clause** (see Section 23 of Part V)
- xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms** (see Section 12 of Part V)
- xv. **Termination for Convenience** (see Section 22 of Part V)

69. Indirect Costs. Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need .

70. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

71. Procedures for Reimbursement.

- (a) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation. **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.**
- (b) **Supporting Documentation.** Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. **Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Listed below are types and examples of supporting documentation:

i. Personnel Services.

- a. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing Over \$5,000.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(c) Frequency and Deadlines for Submission.

- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.
- ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as Final.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.

- (d) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (e) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a Non-Expendable Property Accountability Record (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (f) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.
- (h) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

- (i) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.
- (j) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

72. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work.

73. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program Income must be deducted from total allowable costs to determine the net allowable costs. Program Income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.

74. Registration for Attendance. No activities funded under this subgrant agreement shall charge a registration fee for attendance.

75. Responsibility of Subrecipient. The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

76. Child Safety Seats. Any agency that receives child safety seats must have at least one staff member who is a

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

current Certified Child Passenger Safety Technician.

77. Enforcement.

- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement, and does not include hand held radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priority initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
- (b) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.
- (c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.

High Visibility Enforcement is defined as:

- Intense:** Enforcement activities are over and above what normally takes place.
Frequent: Enforcement occurs often enough to create general deterrence.
Visible: A majority of the public sees or hears about the enforcement.
Strategic: Enforcement targets high-risk locations during high-risk times.

(d) Impaired Driving Enforcement.

- I. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
- ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
- III. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

- f. Be an active certified Drug Recognition Expert (DRE)
- (e) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- (f) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (g) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Shield.
 - i. **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment.

78. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
 - iii. The amount allocated for paid media
 - iv. Anticipated creative costs associated with the paid media
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by" or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
 - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

79. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the Items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

- (a) What public information or educational item is being requested
- (b) What program/policy is the item supporting
- (c) Who the target audience is
- (d) How the item will be distributed
- (e) Estimated unit cost(s) for the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this subgrant agreement.

80. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without

Amendment Number: Original

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
Project Number: SC-2022-00240
FDOT Contract Number: G2222

advance approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 80(a) above shall include the following statement on the cover page:

- i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
- ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

81. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

82. Special Conditions.

Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

500-085-01
 SAFETY
 8/21

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

CFDA Number and Title:

- 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- 20.616 - National Priority Safety Program (NHTSA 405 Funds)

***Federal Funds Awarded:** \$25,000
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate:
****Award is for R&D:** No

Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this subgrant may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsr.gov

<u>Federal Award Identification Number (FAIN):</u>	<u>FAIN Award Date:</u>
69A37520300004020FLO	02/03/2020


Project Title: Targeted Enforcement Against Speed and Aggressive Driving
 Project Number: SC-2022-00240
 FDOT Contract Number: G2222

500-065-01
 SAFETY
 8/21


IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)


STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

DocuSigned by:

 By: _____
 Authorized FDOT State Safety Office Representative
 12/6/2021 | 4:03 PM EST
 Date: _____
 Date Signed

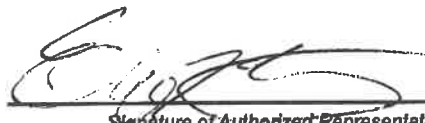
SUBRECIPIENT

By: 
 Signature of Authorized Representative
 Name: Drew R. Whitman
 Authorized Representative's Name Printed
 Title: City Manager- Panama City Beach
 Authorized Representative's Title Printed
 Date: 11-8-21
 Date Signed

Reviewed for the Florida Department of Transportation:

DocuSigned by:

 By: _____
 Authorized FDOT Attorney
 12/6/2021 | 2:41 PM EST
 Date: _____
 Date Signed

IMPLEMENTING AGENCY

By: 
 Signature of Authorized Representative
 Name: Eusebio Talamantez Jr.
 Authorized Representative's Name Printed
 Title: Chief of Police- Panama City Beach
 Authorized Representative's Title Printed
 Date: 11-8-21
 Date Signed

NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.

To: Shana.Morris@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2222

10/27/2021

CONTRACT INFORMATION

Contract:	G2222
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF PANAMA CITY BEACH
Vendor ID:	F596045116014
Beginning Date of This Agreement:	10/26/2021
Ending Date of This Agreement:	09/30/2022
Contract Total/Budgetary Ceiling:	ct = \$25,000.00
Description:	SC-2022-00240, Targeted Enforcement Against Speed and Aggressive Driving

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 10/27/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55671000961
Expansion Option:	A6
Object Code:	780000
Amount:	\$25,000.00
Financial Project:	19024578440
Work Activity (FCT):	174
CFDA:	20.600
Fiscal Year:	2022
Budget Entity:	55150200
Category/Category Year:	088796/22
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$25,000.00



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Holly White, Community Redevelopment Agency

2. MEETING DATE:
January 13, 2022

3. REQUESTED MOTION/ACTION:

Approve staff ranking of the CRA program manager RFQ respondents.

4. AGENDA:
REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Transportation
Attractive Community
Economic Development

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

On November 11, 2021, the City requested qualification statements from firms or individuals for the position of CRA program manager. Two responses were received by the closing date of December 21, 2021 and both were deemed to be responsive. In addition to the written responses to the RFQ, both responding firms made presentations to the City Council at a special meeting held on December 21, 2021. City Manager, Drew Whitman, appointed a committee comprised of five staff members to review both the written responses and oral presentations and provide a recommended ranking to the Council. A bid tabulation sheet as well as individual scoring sheets are attached for your review. The committee recommends the following ranking of the responding firms:

- 1 DRMP
- 2 Panhandle Engineering, Inc.

The consensus of the committee was that DRMP has extensive experience in major road construction projects throughout northwest Florida and would be best suited to manage the CRA program. STAFF RECOMMENDS that Council approve its ranking of firms and authorize the City Manager to enter into contract negotiations with DRMP.

[Res 22-80.CRA Program Manager.pdf](#)
[PCB22-20 CRA Program Manager RFQ Scoring Summary.pdf](#)

RESOLUTION NO. 22-80

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR FRONT BEACH ROAD CRA PROGRAM MANAGEMENT WITH DRMP.

WHEREAS, the City has solicited statements of qualifications from firms or individuals for professional program management services for the Front Beach Road Community Redevelopment Area; and

WHEREAS, two firms responded to the RFQ; and

WHEREAS, a five member evaluation committee individually reviewed the statements of qualifications, and observed the presentations of both firms to the Council on December 21, 2021; and

WHEREAS, the committee ranked DRMP No.1 and Panhandle Engineering No. 2 for purposes of entering negotiations for satisfactory contracts for this work.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for professional program management services for the Front Beach Road Community Redevelopment Area with one of the Firms in the following order of ranking:

First - DRMP
Second- Panhandle Engineering, Inc.

and to return the negotiated Agreement to the Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of January, 2022.

CITY OF PANAMA CITY BEACH

By: _____
MARK SHELDON, MAYOR

ATTEST:

LYNNE FASONE, CITY CLERK

CRA Program Manager

Per the RFQ, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	POINTS AVAILABLE		DRMP	PANHANDLE ENGINEERING
	PER PERSON	TOTAL		
Familiarity and Experience	20	100	80	70
Qualifications and Experience	20	100	80	45
Management Plan	20	100	60	70
Ability to Provide Required Services	15	75	67.5	56.25
Knowledge and Availability	15	75	67.5	52.5
	90	450	355	293.75

Ranking based upon overall scores

1	DRMP
2	Panhandle Eng

		Ranked by Committee Members						
		Holly	Kathy	Jeff	Mel	Wyatt		
Individual Ranks	1	DRMP	1	1	1	2	1	1.2
	2	Panhandle Eng	2	2	2	1	2	1.8

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-20 RFQ CRA Program Manager
 Firm: DRMP
 Committee Member Name/Print: Kathy Younce
 Committee Member Name/Signature: *Kathy Younce*
 Date: 12/21/2021

Criteria Element	Marginal	Acceptable	Outstanding	Weight	Score
	0.25	0.5	1.0		
I. Familiarity and Experience Familiarity and proven experience in Program Management Services			X	20.00	20.00
II. Qualification and Experience Qualification of personnel with similar size and types of projects		X		20.00	10.00
III. Management Plan Project management plan that shows: Exhibited projects delivered on time and demonstrated ability to meet budget requirements		X		20.00	10.00
IV. Ability to Provide Required Services Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with physical environment of Panama City Beach.			X	15.00	15.00
V. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.		X		15.00	7.50
TOTAL				90	62.50

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-20 RFQ CRA Program Manager

Firm: Panhandle

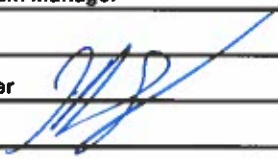
Committee Member Name/Print: Kathy Younce

Committee Member Name/Signature: *Kathy Younce*

Date: 12/21/2021

Criteria Element	Marginal	Acceptable	Outstanding	Weight	Score
	0.25	0.5	1.0		
I. Familiarity and Experience Familiarity and proven experience in Program Management Services		X		20.00	10.00
II. Qualification and Experience Qualification of personnel with similar size and types of projects		X		20.00	10.00
III. Management Plan Project management plan that shows: Exhibited projects delivered on time and demonstrated ability to meet budget requirements		X		20.00	10.00
IV. Ability to Provide Required Services Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with physical environment of Panama City Beach.		X		15.00	7.50
V. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.		X		15.00	7.50
TOTAL				90	45.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-20 RFQ CRA Program Manager
 Firm: Panhandle
 Committee Member Name/Print: Crigler
 Committee Member Name/Signature: 
 Date: 12/21/2021

Criteria Element	Marginal	Acceptable	Outstanding	Weight	Score
	0.25	0.5	1.0		
I. Familiarity and Experience Familiarity and proven experience in Program Management Services		X		20.00	10.00
II. Qualification and Experience Qualification of personnel with similar size and types of projects		X		20.00	10.00
III. Management Plan Project management plan that shows: Exhibited projects delivered on time and demonstrated ability to meet budget requirements		X		20.00	10.00
IV. Ability to Provide Required Services Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with physical environment of Panama City Beach.			X	15.00	15.00
V. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			X	15.00	15.00
			TOTAL	90	60.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-20 RFQ CRA Program Manager

Firm: DRMP

Committee Member Name/Print: Crigler

Committee Member Name/Signature: 

Date: 12/21/2021

Criteria Element	Marginal	Acceptable	Outstanding	Weight	Score
	0.25	0.5	1.0		
I. Familiarity and Experience Familiarity and proven experience in Program Management Services		X		20.00	10.00
II. Qualification and Experience Qualification of personnel with similar size and types of projects			X	20.00	20.00
III. Management Plan Project management plan that shows: Exhibited projects delivered on time and demonstrated ability to meet budget requirements		X		20.00	10.00
IV. Ability to Provide Required Services Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with physical environment of Panama City Beach.			X	15.00	15.00
V. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			X	15.00	15.00
TOTAL				90	70.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-20 RFQ CRA Program Manager

Firm: Panhandle Engineering

Committee Member Name/Print: Wyatt Rothwell

Committee Member Name/Signature: 

Date: 12/21/2021

Criteria Element	Marginal	Acceptable	Outstanding	Weight	Score
	0.25	0.5	1.0		
I. Familiarity and Experience Familiarity and proven experience in Program Management Services			X	20.00	20.00
II. Qualification and Experience Qualification of personnel with similar size and types of projects		X		20.00	10.00
III. Management Plan Project management plan that shows: Exhibited projects delivered on time and demonstrated ability to meet budget requirements			X	20.00	20.00
IV. Ability to Provide Required Services Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with physical environment of Panama City Beach.			X	15.00	15.00
V. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.		X		15.00	7.50
			TOTAL	90	72.50

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-20 RFQ CRA Program Manager

Firm: DRMP

Committee Member Name/Print: Wyatt Rothwell

Committee Member Name/Signature: 

Date: 12/21/2021

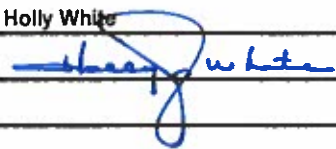
Criteria Element	Marginal	Acceptable	Outstanding	Weight	Score
	0.25	0.5	1.0		
I. Familiarity and Experience Familiarity and proven experience in Program Management Services			X	20.00	20.00
II. Qualification and Experience Qualification of personnel with similar size and types of projects			X	20.00	20.00
III. Management Plan Project management plan that shows: Exhibited projects delivered on time and demonstrated ability to meet budget requirements			X	20.00	20.00
IV. Ability to Provide Required Services Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with physical environment of Panama City Beach.			X	15.00	15.00
V. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			X	15.00	15.00
			TOTAL	90	90.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-20 RFQ CRA Program Manager

Firm: DRMP

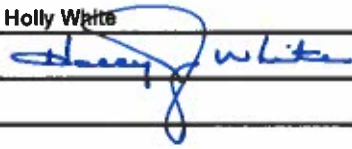
Committee Member Name/Print: Holly White

Committee Member Name/Signature: 

Date: 12/21/2021

Criteria Element	Marginal	Acceptable	Outstanding	Weight	Score
	0.25	0.5	1.0		
I. Familiarity and Experience Familiarity and proven experience in Program Management Services		X		20.00	10.00
II. Qualification and Experience <i>* extensive Road work throughout NW Fla</i> Qualification of personnel with similar size and types of projects			X	20.00	20.00
III. Management Plan Project management plan that shows: Exhibited projects delivered on time and demonstrated ability to meet budget requirements		X		20.00	10.00
IV. Ability to Provide Required Services <i>* Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with physical environment of Panama City Beach. excellent understanding of</i>			X	15.00	15.00
V. Knowledge and Availability <i>The Proj's Challenges</i> Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			X	15.00	15.00
<i>expressed some future vision for the project</i>					
			TOTAL	90	70.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-20 RFQ CRA Program Manager
 Firm: Panhandle Engineering, Inc.
 Committee Member Name/Print: Holly White
 Committee Member Name/Signature: 
 Date: 12/21/2021

Criteria Element	Marginal	Acceptable	Outstanding	Weight	Score
	0.25	0.5	1.0		
I. Familiarity and Experience Familiarity and proven experience in Program Management Services		X		20.00	10.00
II. Qualification and Experience <i>* appears to have minimal Road exp.</i> Qualification of personnel with similar size and types of projects	X			20.00	5.00
III. Management Plan Project management plan that shows: Exhibited projects delivered on time and demonstrated ability to meet budget requirements		X		20.00	10.00
IV. Ability to Provide Required Services <i>*</i> Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with physical environment of Panama City Beach.	X			15.00	3.75
V. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.		X		15.00	7.50
<i>NO COMMENTS REVISION FOR FUTURE - MULTIMODAL THOUGHTS / ALTERNATE TRANSPORTATION IDEAS</i>			TOTAL	90	36.25

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-20 RFQ CRA Program Manager

Firm: DRNP

Committee Member Name/Print: MEL LEONARD

Committee Member Name/Signature: [Signature]

Date: 12-21-21

Criteria Element	Marginal	Acceptable	Outstanding	Weight	Score
	0.25	0.5	1.0		
I. Familiarity and Experience Familiarity and proven experience in Program Management Services			✓	20.00	20 0.00
II. Qualification and Experience Qualification of personnel with similar size and types of projects		✓		20.00	10 0.00
III. Management Plan Project management plan that shows: Exhibited projects delivered on time and demonstrated ability to meet budget requirements		✓		20.00	10 0.00
IV. Ability to Provide Required Services Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with physical environment of Panama City Beach.		✓		15.00	7.5 0.00
V. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			✓	15.00	15 0.00
TOTAL				90	62.5 0.00

City of Panama City Beach Florida - Request for Qualifications

RFQ# and Title: PCB22-20 RFQ CRA Program Manager
 Firm: Panhandle
 Committee Member Name/Print: MEL BEWARD
 Committee Member Name/Signature: [Signature]
 Date: 12-21-21

Criteria Element	Marginal	Acceptable	Outstanding	Weight	Score
	0.25	0.5	1.0		
I. Familiarity and Experience Familiarity and proven experience in Program Management Services			✓	20.00	20 0.00
II. Qualification and Experience Qualification of personnel with similar size and types of projects		✓		20.00	10 0.00
III. Management Plan Project management plan that shows: Exhibited projects delivered on time and demonstrated ability to meet budget requirements			✓	20.00	20 0.00
IV. Ability to Provide Required Services Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with physical environment of Panama City Beach.			✓	15.00	15 0.00
V. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			✓	15.00	15 0.00
TOTAL				90	80 0.00



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Mel Leonard, Building & Planning

2. MEETING DATE:
January 13, 2022

3. REQUESTED MOTION/ACTION:

It is suggested the City Council consider the committee's recommendation regarding approval and use of a recently created video to attract businesses to Panama City Beach.

4. AGENDA:
REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** No

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:
Economic Development
Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Since its inception in July 2020, the Economic Development Advisory Committee has met to, among other things, identify opportunities to provide a strong first impression of the City and attract businesses to the City. In the last several months, the Committee has partnered with the marketing arm of the Tourist Development Council to develop a video that would meet these goals and implement the Economic Development and Vitality priority in the City's Strategic Plan.

On November 30, 2021, the Committee met and recommended approval of a video for use by the City and others. The video will be available for Council's approval and discussion regarding its dissemination and use and can be viewed at the following link: <https://spaces.hightail.com/receive/xNCpVcgwte>



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Drew Whitman, Administration

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Reappoint three serving members to the City's pension boards whose terms expired at the end of 2021.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Three currently serving Council appointees to the City's pension boards terms terms expired at the end of 2021:

General Employees' Pension Board - Kelly Jenkins

Police Officers' Pension Board - Rich McClanahan

Firefighters' Pension Board - Robert Demesster

At the last pension board meeting held for each respective board in December 2021, all expressed a willingness to serve again should the Council desire to reappoint them to their respective boards. Both Florida Statutes and City ordinances require that the Council appointees to the Police and Fire Pension Boards be residents of the City. Residency is not required for the Council appointment to the General Employees Board.

[Pension Roster.November 2021.pdf](#)

CITY OF PANAMA CITY BEACH

ROSTER

PENSION BOARDS

See Ordinances 1157, 1158 & 1159
See Also Operating Rules for each Plan

As of June 10, 2021

GENERAL FUND TRUSTEES

Mailing Address: 17007 Panama City Beach Parkway, PCB, FL 32413 (850) 233-5100

5 Trustees; made up of 2 General Employees, 2 City Council Appointments and the 5th Trustee selected by the other 4 Trustees as a ministerial act by Council.

Terms: Section 3, Board of Trustees, “. . . The fifth Trustee . . . shall serve a four (4) year term unless he sooner vacates the office. Each appointed Trustee shall serve as Trustee for a period of four (4) years, unless he sooner vacates the office or is sooner replaced by the City Council at whose pleasure he shall serve. Each Member Trustee shall serve as Trustee for a period of four (4) years, unless he sooner leaves the employment of the City as a General Employee or otherwise vacates his office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. Each Trustee may succeed himself in office.”

Chair Holly J. White Holly.white@pcbfl.gov	Council Appointment	Term: 2020-2024
Secretary Don Churchwell Don.Churhwell@pcbfl.gov	Employees Appointment	Term: 2020-2024
Kelly Jenkins, Public Works Kelly.Jenkins@pcbfl.gov	Council Appointment	Term: 2017-2021
Kathy Younce City Engineer Kathy.Younce@pcbfl.gov	Employees Appointment	Term: 2017-2021
Mark Shaeffer, Underground Utilities Mark.Shaeffer@pcbfl.gov	5 th Member	Appointed on September 3, 2020 to Tommy Pate's Seat 2017-2021

POLICE FUND TRUSTEES

Mailing Address: 17115 Panama City Beach Parkway, PCB, FL 32413 (850)-233-5000

5 Trustees; made up of 2 General Employees, 2 City Council Appointments and the 5th Trustee selected by the other 4 Trustees as a ministerial act by Council.

Terms: Section 3, Board of Trustees, “. . . The fifth Trustee . . . shall serve a four (4) year term unless he sooner vacates the office. Each resident Trustee shall serve as Trustee for a period of four (4) years, unless he sooner vacates the office or is sooner replaced by the Panama City Beach City Council at whose pleasure he shall serve. Each Member Trustee shall serve as Trustee for a period of four (4) years, unless he sooner leaves the employment of the City as a Police Officer or otherwise vacates his office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. Each Trustee may succeed himself in office.”

Chair Eusebio Talamantez etalamantez@beachpolice.org	Employees Appointment	Term: 2020-2024
Jason Jones Jjones@beachpolice.org	Council Appointment	Term: 2020-2024 <i>Appointed by Council on June 10, 2021</i>
Rich McClanahan rmcclanahan@beachpolice.org	Council Appointment	Term: 2017-2021
Robert Clifton rclifton@beachpolice.org	Employees Appointment	Term: 2017-2021 <i>Appointed to employee seat June 2021</i>
Holly White Holly.white@pcbfl.gov	5 th Member	Term: 2017-2021

FIRE BOARD TRUSTEES

Mailing Address: 17121 Panama City Beach Parkway, PCB, FL 32413, (850) 233-5120

5 Trustees; made up of 2 General Employees, 2 City Council Appointments and the 5th Trustee selected by the other 4 Trustees as a ministerial act by Council.

Terms: Section 3, Board of Trustees, “. . . The fifth Trustee . . . shall serve a four (4) year term unless he sooner vacates the office. Each resident Trustee shall serve as Trustee for a period of four (4) years, unless he sooner vacates the office or is sooner replaced by the Panama City Beach City Council at whose pleasure he shall serve. Each Member Trustee shall serve as Trustee for a period of four (4) years, unless he sooner leaves the employment of the City as a Firefighter or otherwise vacates his office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. Each Trustee may succeed himself in office.”

Chair Shawn Legleiter Shawn.Legleiter@pcbfl.gov	5 th Member	Term: 2017-2021
Secretary Tim Smith Tim.Smith@pcbfl.gov	Employees Appointment	Term: 2020-2024
Robert Demeester Robert.Demeester@pcbfl.gov	Council Appointment	Term: 2017-2021
Joey Alexander joey.alexander@pcbfl.gov	Employees Appointment	Term: 2017-2021
Jonathan Miller jon.miller@pcbfl.gov	Council Appointment	Term: 2020-2024

Pension Boards (continued)

Stuart Kaufman, Esq.

Klausner, Kaufman, Jensen and Levinson, P.A.
7080 NW 4th Street
Plantation, Florida 33317
(954) 916-1202
stu@robertdklausner.com

Blake Myton, MBA, AIF®

Blake.E.Myton@SunTrust.com
First Vice President
Institutional Advisory Services
SunTrust Bank now Truist
333 S. Garland Avenue, 16th Floor
Orlando, FL 32801
Tel: 407.237.5816
Cell: 407.697.6277
Fax: 407.420.4831

Burgess Chambers, President

Burgess Chambers & Associates 315 E. Robinson St.
Suite 690
Orlando, FL 32801
Ph. 407.644.0111
bchambers@burgesschambers.com

Stephen Lambert-Oswald, FSA, EA

Aon
7650 w Courtney Campbell Causeway, Suite 1000
Tampa, FL 33609
T 813.636.3084
f 813.636.3010
stephen.lambert.oswald@aon.com

Lynne Fasone, MMC, City Clerk

City of Panama City Beach
850-233-5100 Ext 2230
Lynne.Fasone@pcbfl.gov



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Drew Whitman, Administration

2. MEETING DATE:

January 13, 2022

3. REQUESTED MOTION/ACTION:

Motion to authorize the City Manager to travel to Washington DC for approximately a three to four day trip to meet with House and Senate representatives on behalf of the City, in an amount not to exceed \$2,000.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Economic Development

Financial Health

Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City's personnel policies require that any travel by the City Manager be authorized by the City Council (Section 11.6b). Staff requests that Council approve the travel of City Manager, Drew Whitman, to Washington, DC to meet with Senate and House Members. Hotel costs, mileage and per diem will be paid in accordance with City policy and it is estimated that the cost will be in the \$1,000-\$2,000 range for a stay of approximately three to four days. Staff recommends approval.

Additionally, the City's federal lobbyist has indicated that it would be helpful for Mayor Sheldon to accompany the City Manager on the trip to Washington, DC. Adequate travel funds are available in the legislative budget and are expected to be similar to those incurred by the City Manager.